



Farm Source Website Terms and Conditions

Acceptance

The Farm Source portal (the "**Site**") is provided by Fonterra Co-operative Group Limited ("**Fonterra**").

Your access to and use of the Site is subject to the following terms and conditions ("Terms"). By using the Site you represent that you have read, understood and accepted these Terms and agree to be bound by them.

If you wish to become a registered user of the Site ("Member"), you will be asked to accept these Terms and your use of the Site will be deemed to be acceptance by you of these Terms in their entirety.

If you do not agree to these Terms, and to be bound by any changes to them in future, please do not use the Site or register as a Member.

Changes to these Terms

Fonterra reserves the right, at its discretion, to update or revise these Terms. Please check these Terms periodically for changes. Your continued use of the Site following the posting of any changes to the Terms indicates your acceptance of those changes.

New Zealand Site

This Site and the information on it, is intended for use by New Zealand residents only, although residents of other countries are welcome to visit the Site. Those who choose to access this Site from locations outside New Zealand do so on their own initiative and are responsible for compliance with local laws. New Zealand law governs the Site and all agreements entered into through the Site.

By using this Site, you irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of New Zealand to hear and determine any disputes or proceedings arising out of or in connection with this Site or any agreement entered into through the Site.

You also waive any objection that you might have on the grounds of forum non conveniens to New Zealand as the forum for proceedings arising out of or in connection with this Site or any agreements entered into through this Site.

Independent Advice

We strongly recommend that you seek independent advice before acting on any information on this Site. This Site is not designed for the purpose of providing personal financial or investment advice.

Limitation of liability

To the fullest extent permissible by law, Fonterra shall not be liable for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of the use of any information on this Site or any error, omission or misrepresentation in any information on this Site, or our failure to provide this Site.

Intellectual property rights

You acknowledge and agree that all content and materials available on the Site are protected by copyright,

trademarks or other intellectual property rights and laws. No content or material on the Site may be reproduced, adapted, linked to, distributed or used in any way without the prior written consent of Fonterra. However, you may print or download one copy of the materials or content on this Site on any single computer for your personal use, provided you keep intact all copyright and other proprietary notices.

Links

This Site may contain links to other sites which are not under the control of Fonterra. These links are provided for your convenience only. Fonterra makes no representations concerning the accuracy of information or the quality of products and services found on any linked site and will not be responsible for the content of any of those sites or for any loss or damages suffered as a result of you using any linked sites.

Weather Information

Weather information is provided by the MetService ("MetService") for information purposes only. No liability will be accepted by Fonterra, or MetService for reliance on this information or for any errors, omissions or delays. By accessing this page you agree that the limitations, indemnities and disclaimers in these Terms which apply for the benefit of Fonterra also apply for the benefit of MetService.

Disclaimer concerning information and materials

The Site may from time to time contain information, advice or data, including calculation or other routines for use of Members. Such information, advice or data is not intended to be a substitute for your own judgement or any advice provided by your own consultants or experts. All information, advice or data provided on this Site is supplied upon the condition that you will seek independent advice, where appropriate, and make your own determination as to its suitability for your purposes prior to use. In particular, we recommend you seek the advice of a qualified veterinarian for detailed information on animal health issues. Nothing on this Site is to be construed as a recommendation to use any product.

All information, advice or data provided on this Site is supplied in good faith and, although Fonterra has endeavoured to ensure that the information, advice and data on the Site is free from error, Fonterra does not warrant its accuracy, adequacy or completeness, or that it is suitable for your intended use.

In particular, the calculators and estimations provided on this Site are intended to be guides only and Fonterra does not warrant their accuracy, adequacy or completeness, or that it is suitable for your intended use. You shall not make any use of calculations or estimations generated through this Site in a manner which might cause a third party to rely on that information in a way which could give rise to liability on the part of Fonterra.

Any data, information and prices on the Site may be displayed on a delayed basis, and should be updated by clicking the refresh button on your browser.

Non-availability

This Site may not be continuously available for reasons that may include maintenance or repair.

No Warranties

Your use of the Site is at your own risk. The materials and information in this Site are provided "as is" and "as available" and without warranties of any kind, either express or implied. To the fullest extent permissible by law, Fonterra disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Fonterra does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or other harmful components. Fonterra does not warrant or make any representation regarding the use, or the results of the use, of the material in the Site in

terms of their correctness, accuracy, sufficiency, reliability, or otherwise.

Under no circumstances, including but not limited to negligence, shall Fonterra be liable for your reliance on any such information nor shall Fonterra be liable for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of, or the inability to use, the materials in this Site or the materials in any sites linked to this Site, even if Fonterra, or a Fonterra-authorized representative has been advised of the possibility of such damages.

If you are using this Site for the purposes of a business, then you agree that the provisions of the New Zealand Consumer Guarantees Act 1993 shall not apply to your use of or any reliance on the Site.

Indemnity

You agree to indemnify Fonterra and keep Fonterra fully indemnified against all actions, proceedings, losses, liabilities, damages, claims, demands, costs and expenses suffered or incurred by Fonterra as a result of or in connection with any act or omission of yours or breach of any of these Terms.

Farm Source Jobs

The Farm Source Jobs page (“Farm Source Jobs”), which is available through this Site and to the public through Fonterra.com, is a venue for people to advertise the availability of employment. Fonterra is not responsible for, and has no control over, the accuracy, availability, or legality of any offers made. You acknowledge that any information you post in an advertisement on Farm Source Jobs is made available to the public.

You are solely responsible for any negotiations or agreements between yourself and any other person entered into through or in connection with Farm Source Jobs. Fonterra shall have no liability or responsibility whatsoever to any person in respect of any use of Farm Source Jobs or as a result of or in connection with any negotiations or agreements entered into through Farm Source Jobs.

If any dispute arises between you and another person or party as a result of or in connection with your use of Farm Source Jobs or as a result of or in connection with any negotiations or agreements entered into through Farm Source Jobs, you agree that the limitations, indemnities and disclaimers set out in these Terms shall apply for the benefit of Fonterra.

You must comply with all applicable laws and regulations in placing your advertisement on Farm Source Jobs including, but not limited to, the Human Rights Act. Fonterra may, but is not obliged to, review any advertisement and reserves the right to edit any part of, or remove, any advertisement for any reason, without notice to you.

Fonterra may collect, store, use and disclose the information, including personal information, provided by you in advertisements on Farm Source Jobs for its own business, research, statistical and other purposes relating to the dairy industry and may provide that information, in any form, to third parties for these purposes. The Privacy Policy set out below applies to any personal information provided.

Farm Source Forum

Please refer to the Forum Guiding Principles within the Forum online.

User Name and Password

As a Member you will be issued with a User Name and User Password. You will be given your own User Name as part of the application process. Under no circumstances should you keep a written or electronic record of your User Password, nor disclose your User Password to any other person.

Your User Password must remain confidential to you alone and you must take all reasonable steps to prevent disclosure of your User Password. By utilising your User Password on this site you confirm that your

use of the Site will be governed by these Terms and any other terms (including the Community Rules) placed on the Site.

If you are authorised by us to use the Change of Ownership facility, you may be able to grant online access to certain individuals nominated by you to some or all of your farm management data held by us. You are solely responsible for your use of this facility, for any use of this facility which uses your User Name and User Password, and for any data access provided by us in accordance with your use of the Change of Ownership facility.

From time to time, we may rename, update, rearrange or otherwise change the web pages within the Site which manage and display your farm management data. In these circumstances we will endeavour to ensure that all relevant links remain current and that the data will continue to be available to you and to any third parties nominated by you through the Change of Ownership facility. However, we do not warrant that the relevant functions will be uninterrupted or error-free and the exclusions of warranties and limitation of liability set out above will apply.

You agree to:

- effect and maintain security measures to prevent (i) third parties gaining access to, and/or using, the Site using your User Name or User Password, (ii) any other interference with the Site (such access, use, interference referred to in this Agreement as "**Unauthorised Use**") and (iii) any loss or damage arising from Unauthorised Use;
 - notify us immediately if you become aware of any Unauthorised Use and, at your cost, take any action which is necessary or which we may require to prevent any further Unauthorised Use occurring and make good any damage arising from any Unauthorised Use; and
 - advise us immediately of any unauthorised disclosure of User Name or User Password.
- In addition to the privacy terms below (under the heading, "Privacy"), you further agree that we may, for the purpose of providing the services and information on this Site to you, make use of any information about you or your business or personal affairs which are made known to us through our relationship with you whether through the use of the Site or otherwise.

Managing Access

You and other Members may be authorised by us to use the Manage Access facility to grant online access to certain third party individuals nominated by you or other Members ("**Third Party Users**") to some or all of your information or data posted to the Site. Where you use the Manage Access facility to grant a Third Party User access rights to your information or data, you agree that:

- Fonterra will provide each Third Party User with a User Name. You are responsible for ensuring that the correct User Name is specified for each Third Party User you intend to allow access to your information or data.
- Fonterra will not be responsible for any harm caused to you or others as a result of any access to your information or data by any Third Party User due to incorrect provision by you of a Third Party User's User Name.
- You are responsible for granting a Third Party User you nominate access to each page on the Site.
- You may be able to change or remove the access rights of Third Party Users granted by other Members in respect of your information or data. Other Members who are authorised to use the Manage Access facility in respect of your information and data may change or remove the access rights which you granted to your Third Party User.
- Fonterra has no responsibility for your use of the Manage Access facility, or the use of the facility by any other Member authorised to use the facility in respect of your information and data.
- Fonterra will not be responsible for any harm caused to you or others by you or others allowing a Third Party User to view your information or data, or for any amendments made by a Third Party User to your information or data where you or another Member, have allowed a Third Party User access to a page that allows for the amendment or updating of information or data.

Privacy

Fonterra will collect, use, store and disclose your personal information, and, where appropriate, will allow its related companies to use your personal information, for:

- business purposes;
- providing you with supplier services;
- collating company financial information;
- meeting its legal obligations;
- research;
- administering its relationship with you; and
- for other purposes relating to the dairy industry.

You agree Fonterra (or any of its related companies) may:

- use your personal information and give that information to third parties, including, without limitation, those you nominate, for the purposes set out above; and
- make enquiries about you to third parties. You also agree to those third parties providing information about you to Fonterra.

These authorisations are for the benefit of Fonterra and its related companies and are enforceable by Fonterra's related companies under the Contracts (Privity) Act 1982.

You are not obliged to provide us with your personal information, although failure to do so may result in us being unable to process your registration or provide you with information you may wish to obtain through this Site.

If you would like to inspect or request correction, updating or deletion of the personal information we hold about you, please contact us at nzfarmsource@fonterra.com**Security**

We will use our best endeavours to keep information and materials on the Site, including those provided by you or on your behalf, secure and confidential. However, we will not be responsible for any breach of security caused by third parties and do not guarantee that the Site is completely secure. The internet is not a secure environment and so you must take care when transmitting any information over the internet. In particular, you should make every effort to keep your User Name and User Password secure and confidential.