

## MILKROOM – TERMS AND CONDITIONS

### 1. Introduction

- 1.1 Milkroom is operated by Saputo Dairy Australia Pty Ltd (ABN 52 166 135 486) and its affiliates (**we, us, or our**).
- 1.2 Milkroom is available to current suppliers of raw milk to us (**Supplier**) only. If you cease to be a Supplier, your access to Milkroom will end.
- 1.3 These terms govern your use of Milkroom and form a binding agreement between you and us. In consideration for us providing you access to Milkroom, you agree to these terms and conditions. If you do not agree with any of these terms, you should not use Milkroom.

### 2. Login and password details

- 2.1 You must keep your username and password (**Authentication Details**) secure and maintain the confidentiality of it at all times. You must not disclose your Authentication Details to, or share them with, any other persons. You are fully responsible for all activities that occur through use of your Authentication Details.
- 2.2 Please notify us immediately if you become aware that your Authentication Details may or have been compromised or become known by a third party or there has been unauthorised access to your account. For security purposes, we recommend you change your password at least once every 6 months.
- 2.3 All details and information you provide to us (including without limitation when creating any account) must be accurate, current and complete, and must be maintained by you in an ongoing basis. For the avoidance of doubt, the details and information you provide in Milkroom will not supersede or replace any other details you have provided us (for example, in your Instruction & Information Form). Please ensure you advise us of any updated details applicable to you or the Supplier.

### 3. Acting on behalf of a Supplier

- 3.1 To use Milkroom to access data relating to a Supplier:
  - (a) you must be that Supplier; and/or
  - (b) you must be currently authorised by law or by that Supplier to access the data (and that authorisation must not have been revoked or otherwise ceased); and/or
  - (c) if neither (a) or (b) apply, and you are authorised by the Supplier based on holding a certain position within the Supplier, you must currently hold that position.

3.2 In relation to clause 3.1, you represent and warrant to us that your use of Milkroom (including access to and use of data relating to a Supplier) is currently authorised by that Supplier.

3.3 If you have been authorised by a Supplier to access and use Milkroom, you acknowledge and agree that your access to Milkroom may be revoked by that Supplier at any time.

#### **4. Accessibility & Availability**

4.1 The accessibility and operation of Milkroom relies on internet technologies outside of our control. We do not guarantee continuous accessibility or uninterrupted operation of Milkroom, nor that all information contained within Milkroom is accurate or up-to-date.

4.2 We will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software.

4.3 We may be required to perform maintenance in respect of our systems to ensure satisfactory operation which may affect the availability or functioning of Milkroom from time to time. Milkroom is made available on an “as is” and “as available” basis.

4.4 Milkroom may not contain all the information that you need. We do not prepare (or endorse) the information on any sites linked to from Milkroom, and take no responsibility for your use of any third party sites or the information on those sites.

#### **5. Security & Data**

5.1 We do not accept liability for the security, authenticity, integrity or confidentiality of any communications made through Milkroom.

5.2 You should conduct backups of any of your data held within Milkroom at such intervals as are reasonable having regard to the nature of the data.

5.3 Internet communications may be susceptible to interference or interception by third parties. Despite our best efforts, we make no warranties that Milkroom is free of infection by computer viruses or other unauthorised software. We will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software).

#### **6. Copyright**

6.1 Milkroom and its contents are subject to copyright owned by us or a third party. You may only make copies of the content contained within Milkroom to the extent permitted by the Copyright Act 1968 (Cth).

## **7. Privacy**

- 7.1 We respect your privacy, and will collect and use your personal information in accordance with our Privacy Policy, which is found at <http://www.mgc.com.au/working-with-us/privacy/privacy-statement/> .

## **8. Provision of Milkroom**

- 8.1 We can:

- (a) limit your ability to use Milkroom;
- (b) terminate your access to Milkroom at any time;
- (c) subject to clause 8.2, vary these terms and conditions of use of Milkroom (so the terms and conditions applicable when you next use Milkroom may be different from these terms and conditions); and
- (d) review the activities of users of Milkroom to ensure they are meeting the relevant terms and conditions of use and complying with applicable laws.

- 8.2 Where we make any changes to these terms and conditions, we will give you notice of the change by posting a new version online. If you continue to use Milkroom after the relevant notice period, this will constitute your consent to such change. The period of notice required depends on the nature of the change. If:

- (a) the change will benefit you or have a neutral impact on you, we may make the change effective immediately;
- (b) the change is required to comply with any law or requirement of any regulatory body, we will provide a reasonable period of notice (such period to be as reasonably practicable);
- (c) the change is required to preserve or safeguard the security or integrity of any network or system we use to provide services or to maintain any accreditation we are required to have, we will make the change effective immediately; and
- (d) for all other changes, we will provide at least 30 days' notice before the changes take effect.

## **9. Indemnity**

- 9.1 You will be responsible for (and you indemnify us against) any loss or damage to any person arising from any one of the following:

- (a) any breach by you of these terms and conditions; and/or
- (b) any wilful, negligent or unlawful act or omission by you in relation to, or in the course of using, Milkroom or any data accessed within,

except to the extent such loss or damage was caused by us.

## **10. Limitation of liability**

10.1 Except to the extent that it is directly caused by our fraud or wilful misconduct, we will not be liable for any loss, damage, cost or expense of any kind resulting from:

- (a) the use of, or inability to use, Milkroom;
- (b) unauthorised access or alterations of your transmissions to or from Milkroom;
- (c) activities resulting from the loss or misuse of your password;
- (d) statements or conduct of any third party; or
- (e) any other matter relating to Milkroom.

10.2 To the maximum extent permitted by law, and whether arising in contract, tort (including negligence) or otherwise, we exclude all liability in connection with Milkroom for loss of revenue, loss of profit, loss of goodwill, loss of customers, loss of capital, damage to reputation, loss in connection with any other contract, loss of data, or indirect, consequential or special loss, damage or expense.

## **11. Warranties & Consumer Laws**

11.1 To the extent permitted by law, and except as specified in these terms and conditions, we give no implied or express warranties in relation to the use of Milkroom. All statutory warranties are, to the fullest extent permitted by law (including the Competition and Consumer Act 2010 (Cth)), expressly excluded.

## **12. Applicable laws**

12.1 Use of Milkroom and these terms and conditions are governed by the laws of the State of Victoria. Each party submits to the non-exclusive jurisdiction of courts of the State of Victoria, and the courts of appeal therefrom.

## **13. Waiver**

13.1 Failure by a party to insist on strict performance of any term, warranty or condition of these terms and conditions will not be taken as a waiver of it or of any rights that party may have and no waiver will be taken as a waiver of any subsequent breach of any term, warranty or condition.

## **14. Severability**

14.1 Any part of these terms and conditions being a whole or part of a clause, shall be capable of severance without affecting any other part of these terms and conditions.