

WEBSITE TERMS AND CONDITIONS OF USE

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1. IDENTIFICATION AND PURPOSE

The website <https://www.nufarm.com/> (hereinafter the "Website" or "Online Services") is published by NUFARM Ltd, 103-105 Pipe Road, Laverton North, VIC, 3026, Australia (hereinafter "NUFARM").

For more information, please see the "Legal Disclaimer" at the footer of the Website.

By accessing or using the Website, any person or entity agrees to be bound by these Website Terms & Conditions of Use (TOU) below.

Any access and/or use of the Website implies acceptance and compliance with all the terms of these TOU and their unconditional acceptance. They therefore constitute a contract between NUFARM and the user.

If the user does not wish to accept all or part of these terms and conditions, they must refrain from using the service.

2. GENERAL CONDITIONS OF ACCESS

Access to the Website is free of charge, however, all costs related to access to the Website, whether hardware, software or Internet access costs, are the sole responsibility of the user. The user is solely responsible for the proper functioning of his/her computer equipment and Internet access.

NUFARM uses all reasonable means at its disposal to ensure quality access to the Website. However, NUFARM is under no obligation to do so.

NUFARM shall not be liable for any failure of the network or servers or any other event beyond its reasonable control that prevents or degrades access to the Website.

NUFARM reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Website for maintenance or any other reason, without the interruption giving rise to any obligation or compensation.

The user acknowledges having verified that the computer configuration he/she is using does not contain any computer virus or malicious program and that it is in perfect working order.

The user agrees not to interfere with or interrupt the normal operation of the Website.

The user agrees not to commit any act that may compromise NUFARM's computer security, in particular not to launch automated procedures of any kind on the Website aimed at adding or retrieving information or content.

3. LIMITATION OF LIABILITY

The information contained or referred to on this Website has been compiled to provide general information about NUFARM and its products. Nothing in this Website should be construed as a recommendation to use any product.

For specific advice and instructions, please contact NUFARM directly. NUFARM assumes no responsibility for any loss, damage or other harm resulting from the use of the Website and accepts no liability:

- For any investment decisions made on the basis of the information contained in the Website.

No information contained in this Website constitutes investment or financial advice. NUFARM recommends that you seek independent professional advice before making any decision to invest in NUFARM or to make any investment.

The NUFARM share price is obtained from the Australian Stock Exchange and is delayed by 20 minutes or more. Please contact the Australian Stock Exchange for the latest share price.

- For any damage or loss whatsoever arising out of or in any way connected with the use of this Website and any other website linked to this Website.

This limitation of liability applies to direct, indirect, consequential, special, punitive or other damages that you or others may suffer, as well as damages for lost profits, business interruption or loss of data or information.

NUFARM is not responsible for any hypertext links on the Website to any third party website.

As NUFARM has no control over the content of any third-party Website, you access them at your own risk.

NUFARM is not responsible for the content, products or services offered on any Third Party Website.

4. INTELLECTUAL PROPERTY

The general structure of the Website and all of its components (such as the graphic charter, texts, software, scripts, graphics, photographs, logos, domain names, trademarks, etc.) are protected by intellectual property law or by related rights of which NUFARM has the exclusive ownership or right of use.

Any reproduction, representation, imitation, exploitation or use of any nature whatsoever, in whole or in part, of the Website and/or its component parts by any process whatsoever, on any medium whatsoever and for any purpose whatsoever, not expressly authorized in advance by NUFARM, is prohibited and will constitute an infringement of copyright and may result in criminal and civil penalties.

5. MODIFICATIONS AND UPDATES

NUFARM reserves the right to make changes, modifications, additions, deletions, corrections and updates to these Terms of Use, Privacy Policy and Cookies and the Website at any time without notice.

To check for updates, please visit this page regularly.

6. MISCELLANEOUS PROVISIONS

If any part of the TOU is found to be illegal, invalid or unenforceable for any reason, such provision shall be deemed unwritten, without affecting the validity of the remaining provisions which shall continue to apply to users.

7. PROTECTION OF PERSONAL DATA AND COOKIES ON THE WEBSITE

NUFARM Ltd. is committed to protecting the personal information and privacy of visitors to the Website and any person using its services generally.

The purpose of this Privacy and Cookie Policy is to inform you about:

- The types of personal data we collect about you.
- How your personal data is processed by NUFARM Ltd.
- All operations on your personal data are carried out in compliance with the regulations and laws in force.

7.1. DEFINITIONS

Personal data - any information relating to a natural person who is identified or can be identified, directly or indirectly, by reference to an identification number or to one or more elements that are specific to him.

File - any structured and stable set of personal data accessible according to specific criteria.

Data subject - the natural person to whom the data subject to processing relates.

Data controller - the entity that collects and processes personal data.

Data processing - any operation or set of operations which is performed upon such data, regardless of the process used, including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Recipient - any person entitled to receive communication of the data other than the Data Controller, the Subcontractor, and the persons who, by reason of their functions, are responsible for processing the data.

Authorized third parties - the authorities legally entitled to request the Data Controller to communicate personal data to them in the context of a particular mission or the exercise of a right of communication.

7.2. IDENTITY OF THE DATA CONTROLLER

The controller of personal data from the Website is NUFARM Ltd, 103-105 Pipe Road, Laverton North, VIC, 3026, Australia.

7.3. PROCESSING OF PERSONAL DATA

In the course of operating the Website, NUFARM collects personal data about you. This data is processed in accordance with the purposes for which it was collected.

In addition, NUFARM may collect personal data for other purposes, taking care to obtain the prior consent of the persons concerned.

The processing of personal data on our Website is based on the following legal grounds and is intended to allow :

- Processing relating to the proper functioning of the Website and the preparation of statistics relating to the Website's traffic, based on the consent that you give by accepting the deposit of cookies;
- Processing relating to the promotion and commercial communication of NUFARM through the Website, based on the legitimate interest of NUFARM and on the consent of NUFARM personnel with regard to image rights.
- Processing of your requests for information and contact through the contact information provided on our Website, based on the consent you provide by submitting your requests.

NUFARM collects the following data from you (this list is not exhaustive):

For information and contact requests transmitted through the contact information made available to you on our Website:

Identification and contact data: last name, first name, e-mail address, telephone, company.

For external promotion and communication through the Website (list of sales representatives):

Identification and contact data of the concerned staff: surname, first name, e-mail address, position, photo.

Statistics: Cookies and other tracers

Connection data: pages consulted by the user, date and time of consultation, geographical location, origin of the connection (search engine).

7.4. RETENTION PERIODS

NUFARM will keep your personal data in a secure environment only for as long as necessary to fulfill the purposes for which it was collected, unless you exercise your right to have your data deleted as described below.

Further detail on retention periods is available upon request to our Data Privacy Officer at privacy@nufarm.com.

7.5. RIGHTS OF INDIVIDUALS

In accordance with the applicable law on the protection of personal data, you have the right to ask the data controller for access to your personal data, to rectify or delete them, to portability or to limit the processing of your personal data.

You also have the right to object to the processing of your personal data on legitimate grounds.

For processing based on the legal basis of consent, you may withdraw your consent at any time by written request to NUFARM or for the Website's cookies through the Website's cookie setting tabs.

In addition, you have a means of directly objecting to telephone solicitation by subscribing to an opposition list.

Finally, in some countries you have the right to define general and specific directives defining the way in which you intend these rights to be exercised after your death.

If you believe, after having contacted us, that your rights with respect to your personal data are not being respected, you may lodge a complaint with the competent supervisory authority.

To exercise these rights or for any question about the processing of your data in this system, you can contact our Data Protection Officer (DPO): privacy@nufarm.com, by justifying your identity by reference to your customer number or any element that allows you to identify your identity, otherwise please attach a photocopy of your identity document.

7.6. RECIPIENTS

The recipients of your personal data are the relevant departments of NUFARM and its subcontractors within the framework of their missions.

These personal data are not communicated to third parties. However, NUFARM reserves the right to transfer personal data to authorized third parties in order to comply with its legal obligations, and in particular if it is required to do so by a court order.

NUFARM requires all of its service providers to handle personal data in accordance with confidentiality and security commitments.

7.7. SECURITY AND CONFIDENTIALITY

Taking into account the evolution of technologies, the costs of implementation, the nature of the data to be protected as well as the risks for the rights and freedoms of individuals, NUFARM implements all appropriate technical and organizational measures to guarantee the confidentiality of the personal data collected and processed and to ensure a level of security adapted to the risk.

NUFARM ensures the security of your personal data by implementing enhanced data protection through the use of physical and logical security measures.

NUFARM has established a personal data protection policy and informs any person acting under its authority who has access to such information of its confidential nature. In addition, NUFARM ensures that its technical service providers who may have knowledge of personal data respect the same confidentiality.

However, it is the responsibility of each user to ensure the security of personal data transmissions over the Internet. NUFARM cannot be held responsible for the transmission of personal data via the Internet.

7.8. TRANSFER OF PERSONAL DATA

Some of the recipients of your data collected by NUFARM are located outside the European Union and the European Economic Area. NUFARM has taken safeguards to ensure an adequate level of protection of your information through the standard protection clauses adopted by the European Commission (CTT) to frame

the transfer, in accordance with the requirements of European Regulation No. 2016/679/EU of 27 April 2016.

7.9. COOKIES

Definition

Cookies are data stored in an Internet user's terminal equipment and used by the Website to send information to the Internet user's browser, and allowing that browser to send information back to the originating Website (for example, a session identifier, language choice or date).

Cookies allow to keep, during the validity period of the concerned cookie, status information when a browser accesses different pages of a website or when this browser returns later to this Website.

Only the sender of a cookie can read or modify the information contained in it.

Several types of cookies are likely to be used by the Website:

Cookies that are strictly necessary for browsing the Website and to ensure its proper functioning;

The cookies that allow to establish statistics of frequentation;

Consent

When you navigate on our Website, the deposit and reading of cookies allow us to analyze your navigation and measure the audience of the Website <https://www.nufarm.com/>. You have the choice at any time to authorize or decline the creation of cookies used by our Website not essential to its operation. They will be created only if you accept their use.

By setting your browser to refuse technical cookies, some features, pages, areas of the Website will not be accessible, for which we cannot be responsible.

We would also like to draw your attention to the fact that when you object to the installation or use of a cookie, a refusal cookie is installed on your terminal equipment.

If you delete this refusal cookie, it will no longer be possible to identify you as having refused the use of cookies.

Similarly, when you consent to the installation of cookies, a consent cookie is set. The consent or refusal cookies must remain on your device.

DO YOU HAVE ANY QUESTIONS?

NUFARM's Data Privacy Officer is at your disposal for any further information regarding the use of your data.

Please send your request by email to privacy@nufarm.com .