



YARTA – CUSTOMER TERMS AND CONDITIONS

1. About Yarta

- 1.1. “Yarta” is an online platform operated by Yarta Pty Ltd (ACN 656 844 487) (**Yarta** or **our** or **we**). By using the Yarta Platform and transacting via Yarta, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions and any other related terms or conditions of use as uploaded or provided to you from time to time. If you do not agree with these Terms and Conditions, you must cease usage of the Yarta Platforms and any of the associated services immediately.
- 1.2. These Terms and Conditions apply to you (**User** or **you** or **your**) in relation to the use of the Yarta Platform and the purchase of grain (**Goods**) via the Yarta Platform. You should read these Terms and Conditions carefully before transacting on the Yarta Platform.
- 1.3. You acknowledge and agree that Yarta is a technology services provider that enables Australian grain traders to negotiate the terms of trades with other grain traders.
- 1.4. The Yarta Platform allows traders to anonymously place a request for quote (**RFQ**) to bid (buy) or offer (sell). Yarta will endeavour to permit you to transact anonymously on the Yarta Platform but in order to reduce the likelihood of fraud and other similar behaviour, Yarta reserves the right to ask Users to verify themselves in order to remain a User. Registering and creating an account with Yarta is free and there is no charge for a User to post RFQs, or for other Users to review content on the Yarta Platform.
- 1.5. The RFQ does not create a binding offer capable of acceptance but does create an opportunity for buyers and sellers to negotiate (and ultimately agree to) a binding sale of Goods. Yarta does not facilitate the payment for the Goods and accepts no responsibility in relation to payment (or non-payment).
- 1.6. The settlement of the trade is handled by the buyer and seller directly. Yarta simply charges a fee for facilitating the trade (**Facilitation Fee**) to the selling User. The Facilitation Fee is currently \$0.40/mt but Yarta reserves the right to amend the amount of the Facilitation Fee from time to time and any changes will be updated on the Yarta Platform. This payment will be invoiced by Yarta and paid when physical settlement of the trade of the Goods takes place. You must not employ any device or technique or participate in any transaction designed to circumvent your obligations under these Terms and Conditions, including payment of the Facilitation Fee.
- 1.7. To the extent permitted by law, Yarta accepts no liability for any aspect of the User interaction, including but not limited to the description, performance or delivery of Goods. Yarta has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Users to supply Goods, or the honesty or accuracy of any information provided by Users or the User's ability to pay for the Goods requested.
- 1.8. To the extent permitted by law, the Yarta Platform is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- 1.9. In our absolute discretion, Yarta may:
 - (a) refuse to allow any person to register or create an account with Yarta or cancel or suspend or modify any existing account; or
 - (b) refuse to publish an RFQ or remove a previously published RFQ,

including if Yarta reasonably forms the view that a User's conduct (including a breach of these Terms and Conditions) is detrimental to the operation of the Yarta Platform.

- 1.10. You accept these Terms and Conditions using or browsing the Yarta Platform. You may also accept these Terms and Conditions by clicking to accept or agree to these Terms and Conditions where this option is made available to you in the user interface.
- 1.11. Yarta reserves the right to review and change any of these Terms and Conditions in its sole discretion. When Yarta updates these Terms and Conditions, it will use reasonable endeavours to provide you with notice of updates to these Terms and Conditions and will in any event post the updated Terms and Conditions to the Yarta Platform. Any changes to these Terms and Conditions take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these Terms and Conditions for your records.

2. Use of the Yarta Platform

- 2.1. You acknowledge and agree that use of the Yarta Platform is governed by these Terms and Conditions.
- 2.2. You may use the Yarta Platform to:
 - (a) browse RFQs for Goods;
 - (b) place or submit an RFQ for Goods;
 - (c) negotiate price and other terms for the sale of Goods;
 - (d) arrange delivery of the Goods; and
 - (e) otherwise communicate between Users.
- 2.3. You will at all times:
 - (a) comply with these Terms and Conditions (including all Yarta policies) and all applicable laws and regulations;
 - (b) only post or otherwise communicate accurate information on the Yarta Platform;
 - (c) ensure that you are aware of any laws that apply to you in relation to using the Yarta Platform.
- 2.4. You must maintain control of your Yarta account at all times. This includes not allowing others to use your account, keeping your login details secure and not transferring or selling your account or any of its content to another person.
- 2.5. You grant Yarta an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Yarta Platform for the purpose of publishing material on the Yarta Platform and as otherwise may be required to provide our services (including for the general promotion of the Yarta Platform), and as permitted by these Terms and Conditions.
- 2.6. You may not use the Yarta Platform and transact for Goods and may not accept these Terms and Conditions if:
 - (a) you are not of legal age or capacity to form a binding contract; or
 - (b) you are a person barred from using the Yarta Platform or trading Goods under the laws of Australia or any other applicable jurisdiction.

3. Your account

- 3.1. Before you can place RFQs using the Yarta Platform, you must open an Yarta user account. To register with Yarta, you need to input on the website information which may include your name, delivery address, contact details, payment details and other personal

information that may be required from time to time. The Yarta Privacy Policy, which is available via the Yarta Platform, sets out how we will manage personal information.

- 3.2. When you open an account you may create a password, or other secure login method, and may also have to provide credit card details. You must keep any password you create, or other secure login method, secret, and prevent others from accessing your email account or mobile phone. If another person uses these methods to access your account, you will be responsible to pay for any Goods they order, and we are not responsible for any other losses you suffer, unless the person using your password obtained it because we did not keep it secure.
- 3.3. You may close your account at any time by requesting to do so in your account section of our Yarta Platform or contacting us directly. Yarta reserves the right to decline a new account for any reason. We may suspend your access to your account, or close it permanently, if we believe that your account has been used by someone else. We may also close your account if in our opinion you are abusing our service (for example making repeated unreasonable complaints, mistreating our staff, or any other good reason).

4. RFQs

- 4.1. Once your account has been activated on the Yarta Platform you may browse RFQs via the Yarta Platform and submit or place RFQs to buy or sell Goods. Valid RFQs may contain:
 - (a) Port zone;
 - (b) Number of sites;
 - (c) Commodity;
 - (d) Grade;
 - (e) Indicative bid or offer;
 - (f) Season;
 - (g) Delivery;
 - (h) Quantity;
 - (i) Other ancillary terms such as:
 - (i) Packaging;
 - (ii) Weights;
 - (iii) Freight; and
 - (iv) Special conditions; and
 - (j) Order expiry.
- 4.2. It is your responsibility to ensure the email address you provide is correct and your mailbox is in proper working order, as all correspondence regarding your order is sent to this address.
- 4.3. Yarta endeavours to deal only with reputable third parties, however we accept no responsibility or liability for the quality or quantity of any Goods delivered by or collected from others.
- 4.4. It is the responsibility of Users to thoroughly check the supplied Goods. All questions and complaints regarding Goods should be directed to the supplier of the Goods.

5. Payments

- 5.1. Payment for the Facilitation Fee can be made via the Yarta Platform by credit or debit card, or other payment method made available by Yarta.

- 5.2. The Facilitation Fee excludes GST.
- 5.3. Any payments processed via the Yarta Platform will be handled by a third party payment processor and subject to any of their additional terms. For the avoidance of doubt, Yarta accepts no liability for any payment made or due to be made in respect of the Yarta Platform and simply acts as a service provider in respect of the hosting of the Yarta Platform.
- 5.4. Since Yarta is only a facilitator in introducing the various parties, Yarta does not hold any liability to any party directly outside of these Terms and Conditions and will not personally refund to Users any payments made in respect of a trade.

6. Intellectual Property

- 6.1. You:
 - (a) acknowledge that all intellectual property rights and copyright in the Yarta Platform are owned by or licensed to us;
 - (b) must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public intellectual property rights without our prior written consent; and
 - (c) must not frame or embed in another website any of the material appearing on the Yarta Platform without our prior written consent.
- 6.2. The Yarta Platform, and any ancillary materials or documents owned or used by us in connection with the sale of the Goods via the Yarta Platform and promotion of our business contains registered trademarks which are protected by law and other branding, images, content which constitute our intellectual property rights. You must not use any of the marks or trademarks appearing on the Yarta Platform or our name or the names of our related bodies corporate or any of our intellectual property rights without our prior written consent.

7. Goods

- 7.1. Users acknowledge and agree that:
 - (a) Yarta does not take title to any Goods at any time;
 - (b) in relation to the Goods, the User selling the Goods is the 'supplier' for the purposes of the Australian Consumer Law;
 - (c) without limiting the above, the User selling the Goods shall be responsible for any reimbursement costs related to refunds (including, for example, missing or incomplete Goods, Goods not fit for their intended purpose, and Goods that do not match the description).
- 7.2. Yarta does not warrant that any Goods supplied by Users are safe, of merchantable quality, fit for purpose or otherwise conform to their description. Yarta accepts no liability or responsibility to any person arising out of or in connection with the Goods.
- 7.3. Unless otherwise agreed between Users, the Goods remain the property of, and at the risk of, the User selling the Goods until the Goods are paid for by the User buying the Goods.

8. Your Obligations

- 8.1. You covenant and warrant that:
 - (a) all information and data provided by you to us through the Yarta Platform (including as part of your registration process) or otherwise is true, accurate, complete and up to date;

- (b) in the event that you are not receiving the Goods personally, the person receiving the Goods at the delivery address is authorised by you to do so;
- (c) you have and will comply with all relevant laws relating to your use of the Yarta Platform and your placement of any RFQ to us;
- (d) you will ensure that your account details and password that is used to access the Yarta Platform and the details of your account are kept in a safe and secure manner;
- (e) you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your account details and password or account, or any other security breach relating to your account;
- (f) you will promptly advise us of any changes to your information provided to us as part of the account registration process;
- (g) you are responsible for any costs associated with your access to or use of the Yarta Platform; and
- (h) you are responsible and liable for any person that uses your account and password to order Good(s) through the Yarta Platform.

8.2. You must not:

- (a) use the Yarta Platform for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- (b) use the Yarta Platform in a manner or way, or post to or transmit to or via the Yarta Platform any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Yarta Platform;
- (c) make fraudulent or speculative enquiries, purchases or requests through the Yarta Platform;
- (d) use another person's details without their permission or impersonate another person when using the Yarta Platform;
- (e) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- (f) tamper with or hinder the operation of the Yarta Platform;
- (g) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Yarta Platform;
- (h) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Yarta Platform;
- (i) modify, adapt, translate or reverse engineer any portion of the Yarta Platform;
- (j) remove any copyright, trade mark or other Intellectual Property Rights contained in or on the Yarta Platform;
- (k) reformat or frame any portion of the web pages that are part of the Yarta Platform;
- (l) create accounts by automated means or under false or fraudulent pretences;
- (m) use the Yarta Platform to violate the security of any computer or other network or engage in illegal conduct;
- (n) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- (o) use the Yarta Platform other than in accordance with these Terms and Conditions;
or

- (p) attempt any of the above acts or engage or permit another person to do any of the above acts.

9. Third Party Content

- 9.1. The Yarta Platform may include content, information or links to third parties or third party websites (**Third Party Content**). Yarta has not verified, and makes no guarantees regarding, the accuracy of any Third Party Content. All Third Party Content and third party links are used at your own risk.

10. Privacy

- 10.1. Yarta takes privacy seriously and any information provided through the Yarta Platform is subject to Yarta's Privacy Policy, which is incorporated in these Terms and Conditions and otherwise available via the Yarta Platform.

11. General Disclaimer

- 11.1. Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 11.2. You agree and acknowledge that Yarta enables interactions and transactions to occur via the Yarta Platform. Yarta is not a party to any RFQs or transactions that occur via the Yarta Platform and the services provided by Yarta are limited to the supply of the Yarta Platform.
- 11.3. Subject to this clause 11, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms and Conditions are excluded; and
 - (b) Yarta we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Yarta Platform or these Terms and Conditions (including as a result of not being able to use the Yarta Platform), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 11.4. Everything on the Yarta Platform is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Yarta make any express or implied representation or warranty about the Yarta Platform, or any products or services (including the products or services of Yarta) referred to on the Yarta Platform. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Yarta Platform, the Yarta Platform Services, or any of its related products and services (including third party material and advertisements on the Yarta Platform);
 - (c) costs incurred as a result of you using the Yarta Platform, the Yarta Platform Services or any products and services of Yarta; and
 - (d) the Yarta Platform Services or operation in respect to links which are provided for your convenience.

- 11.5. We do not claim that any information (including any files) obtained from or through the Yarta Platform is free from viruses or other faults or defects. You are responsible for scanning any information for viruses.
- 11.6. Yarta is not responsible and has no control over delivery of Goods. Each User must make its own enquiries about any delivery arrangements, including whether any insurance is required or desirable.

12. Limitation of Liability

- 12.1. To the extent permitted by law, Yarta's total liability arising out of or in connection with the Yarta Platform or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the limited to the total amount of payment made by you to Yarta during the twelve month period prior to any incident causing liability of Yarta, or AUD\$1,000, whichever is greater.
- 12.2. To the extent permitted by law, You expressly understand and agree that Yarta, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 12.3. To the extent permitted by law, Yarta's liability is reduced proportionately in the event that the You contributed to any claim or loss suffered by You.

13. Termination of Contract

- 13.1. You may terminate your account with Yarta at any time upon reasonable notice to us. You acknowledge and agree that termination does not affect any binding orders formed prior to termination and you will remain liable to Yarta for any corresponding Facilitation Fee that may become due and payable.
- 13.2. Yarta may at any time, terminate your account:
 - (a) at its discretion;
 - (b) if you have breached any provision of these Terms and Conditions or intend to breach any provision; or
 - (c) if Yarta is required to do so by law.
- 13.3. Yarta reserves the right at any time to modify or discontinue, temporarily or permanently, the Yarta Platform (or any part thereof) with or without notice.
- 13.4. Subject to applicable laws, Yarta reserves the right to discontinue or cancel your account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Yarta Platform without notice if you breach any provision of these Terms and Conditions or any applicable law or if your conduct impacts Yarta's name or reputation or violates the rights of those of another party.
- 13.5. When these Terms and Conditions come to an end, all of the legal rights, obligations and liabilities that you and Yarta have benefited from, been subject to (or which have accrued over time whilst these Terms and Conditions have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Dispute Resolution

- 14.1. Yarta encourages Users to try and resolve disputes (including claims for returns or refunds) with other Users directly. Accordingly, you acknowledge and agree that Yarta may, in its absolute discretion, provide your information as it decides is suitable to other parties involved in the dispute. If a dispute arises with another User, you must co-operate

with the other User and make a genuine attempt to resolve the dispute. Yarta has no obligation to any User to assist or involve itself in any dispute between Users and accepts no responsibility for doing so, although Yarta may do so to improve User experience.

- 14.2. If a dispute arises out of or relates to these Terms and Conditions between us and you, neither party may commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 14.3. A party to these Terms and Conditions claiming a dispute (**Dispute**) has arisen under these Terms and Conditions must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- 14.4. On receipt of that notice (**Notice**) by that other party, the parties must:
- (a) within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - (b) if for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Chair of the Resolution Institute (ABN 69 008 651 232);
 - (c) the parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation; and
 - (d) the mediation will be held in Sydney, Australia.
- 14.5. All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- 14.6. If 8 hours have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

15. Governing Law

These Terms and Conditions are governed by the laws of New South Wales, Australia. Subject to clause 14, any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to these Terms and Conditions and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. These Terms and Conditions shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Independent Legal Advice

You confirm and declare that the provisions of these Terms and Conditions are fair and reasonable you have taken the opportunity to obtain independent legal advice.

17. Assignment

- 17.1. Yarta may assign, sub-contract or delegate its rights or obligations under these Terms and Conditions at its discretion.

17.2. You may not assign, sub-contract or delegate your rights or obligations under these Terms and Conditions without Yarta's prior express consent. Yarta may give or withhold its consent or impose conditions on the giving of its consent as it sees fit.

18. Severance

If any part of these Terms and Conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of these Terms and Conditions shall remain in force.

19. Variation

We may unilaterally vary these Terms and Conditions. If we decide to change these Terms and Conditions, we will post the changes on our website and provide you with reasonable notice of the change. Please refer back to these Terms and Conditions to review any amendments.

20. No Agency

No agency, partnership, joint venture, employee-employer or other similar relationship is created by these Terms and Conditions of your use of the Yarta Platform.

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