

Terms and Conditions for use of Website and payments made to AusNet Services

1. Agreeing to these terms

This website (the **Website**) is operated by AusNet Electricity Services Pty Ltd (ACN 064 651 118) (**we, our** or **us**) for the purpose of allowing persons (including companies, partnerships and other entities) (**you**) to apply to receive an offer from us to provide electricity connection or asset relocation services (the **Offer**).

By accessing the Website and clicking [**I Accept**], and each subsequent time you access the Website, you agree to be legally bound by these terms and conditions (the **Terms**) and the AusNet Services Privacy Policy (the current version of the Privacy Policy is on the AusNet Services website at <https://ausnetservices.com.au/en/Misc-Pages/Privacy>) (the **Privacy Policy**). You must read the Terms carefully before continuing to use this Website.

A separate contract will be provided to you at the time an Offer is made which governs the work required to provide the electricity connection or asset relocation services. These Terms do not apply to the electricity connection or asset relocation services.

Your use of the Website and any Offer made by us is conditional on your acceptance of and adherence to the Terms.

2. The Website

The Website allows you to make an application to AusNet Services to receive an Offer (**Application**) and take certain other preliminary steps required to facilitate the granting of an Offer by AusNet Services, including the assessment and analysis of your Application. Following receipt of your Application, AusNet Services will assess the information you provide and may make an Offer to you. We reserve the right to reject your Application or not make an Offer in our absolute discretion.

You will not be able to save your Application when using the Website and you will not be able to return to a semi-completed form if you exit a window prior to completing a form. You agree we will not be responsible for any loss of information when using the Website.

3. Authority to act

If you use the Website or submit an Application on behalf of another person, or a corporation, partnership or other entity, you warrant that you have obtained all required consents and permissions required to accept these Terms and have been granted full authority to use the Website and make an Application on the relevant person's or entity's behalf.

You must ensure any person you are applying on behalf of understands and reads these Terms and any other contract or terms you agree to enter into on their behalf.

4. Fees and charges

Access to the Website is provided to you free of charge.

You may incur additional fees in relation to the assessment of your Application or the making of an Offer by AusNet Services. Where you are required to make a payment in relation to an assessment of your Application via the Website, you will be automatically directed to a third party site.

We will not receive, collect or store your financial information or banking related information on the Website. This information will be dealt with solely by the third party provider.

While due care has been taken to ensure information you provide is stored securely, we will not receive or store the financial information you provide when making a payment on the third party site and therefore cannot make any guarantee regarding the storage or use of that information. You acknowledge and agree that:

- (a) payments made will be governed by these Terms and are made for the benefit of AusNet Services, and are to be made without set-off or deduction;
- (b) AusNet Services will not receive financial or personal information you provide and can therefore make no guarantee, and (except to the extent liability cannot be excluded at law) accepts no liability, in respect of the handling, use or disclosure of that information; and
- (c) you release us from any responsibility in relation to your use of the site and providing your financial information and personal details for payment, including for any breach of security or unauthorised access or use of information.

Fees for the delivery of works will be charged separately pursuant to the terms of the Offer and a final contract between you and AusNet Services.

5. Handling and use of your personal information

In these Terms, the term "personal information" has the same meaning as in our Privacy Policy and includes your name, contact details and information in relation to the supply or asset relocation address, electricity connection and electricity usage.

We will collect, use, handle and store your personal information received as part of your use of the Website in accordance with the Privacy Policy and these Terms.

5.1 Providing your personal information

By agreeing to these Terms you agree to allow us to collect and use certain personal information about you. You acknowledge and agree that the personal details we collect from you contain unique identifiers that can be used to ascertain your identity.

All personal information contained in your Application is provided with your full consent.

Further, you acknowledge that we may obtain further personal information about you as an incidental part of assessing your Application and providing you with an Offer and you provide all necessary consents to us to obtain personal information for those purposes.

5.2 Use of Personal Information

By clicking on ["I Accept"], you consent to:

- (a) the use of your personal information to verify your identity for lawful purposes;
- (b) the provision of your personal information to your retailer and our subcontractors for the purpose of providing you with an Offer;
- (c) the use of your personal information for the purposes of creating an online account for you on one of our online platforms, if required;
- (d) the use of your personal information in a de-identified form for research and market analysis purposes; and
- (e) us sending you emails for the purposes of providing you with an Offer and for any related administrative or ancillary matters relating to the Offer.

You may withdraw the consents provided under these Terms by providing written notice to us. AusNet Services reserves the right to withdraw any offer made to you if you withdraw any consent given under these Terms.

5.3 Additional information for agents, corporations and other entities

If:

- (a) you are a corporation, partnership or other entity and not an individual; or
- (b) accessing this Website as an agent for another individual,

you are responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose personal information is provided by you to us in connection with the Website, to ensure all dealings with such information comply with privacy laws.

6. Changes to these Terms

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Website. You may withdraw any Application at any time if you do not agree to a change to the Terms.

7. Licence to use the Website

The Website is for your personal use only. You must not use the Website or any content on it for commercial purposes or for any purpose other than making the Application or obtaining an Offer, without obtaining a licence to do so from us.

We own or licence all title and interest (including intellectual property rights) in the Website and all content on the Website. Your use of the Website does not grant or transfer to you any rights, title or interest in relation to the Website. You must not:

- (a) copy or use, in whole or in part, any content on the Website;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any content on the Website to any third party; or
- (c) breach any intellectual property rights connected with the Website, including (without limitation) altering or modifying any of the content on the Website, causing any of the content on the Website to be framed or embedded in another website or platform, or creating derivative works from the content of the Website.

You must make all best efforts to restrict access to the Website and information delivered by the Website to only persons who are expressly authorised to use the Website.

8. Your obligations

In making an Application to us, you represent that the information you are providing is true and accurate. You must ensure that your access to the Website is not illegal or prohibited by law.

You must not attempt to use or misuse the Website:

- (a) for any unauthorised commercial purpose or in any manner that competes with AusNet Services or the businesses of its related bodies corporate; or
- (b) to breach any law or regulation or allow any person to do the same; or
- (c) to infringe another person's rights or expose us to liability or do anything which could, in our opinion, bring us or our service providers into disrepute.

9. Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Website or any breach of these Terms or any applicable laws by you.

10. Our Warranties and liability

The *Competition and Consumer Act 2010* (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, we give no guarantee, condition, warranty or undertaking, and make no representation to you, regarding any matter, including as to the suitability of the Website or the quality, fitness or safety of any Offer made to you or future connection works that AusNet Services may undertake.

Any liability we have to you under these laws that cannot be excluded but that can be lawfully limited is (at our option) limited to providing equivalent services provided under these Terms or paying you the cost of acquiring equivalent services.

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent suffered by you or any third party, arising from or in connection with your use of the Website or any inaccessibility of, interruption to or outage of the Website or any loss or corruption of data, the security of the Website, viruses or the fact that the certain information on the Website may be incorrect, incomplete or out-of-date.

We have no control over the transmission of data or use of internet outside of our networks. We make no representation or warranty in relation to data security, viruses or other interruptions which may arise in your use of the Website.

11. Withdrawing your consent

You may by written notice to us withdraw the consents or agreement to these Terms at any time by emailing us at EnergyConnect@ausnetservices.com.au.

12. Governing law

These Terms are governed by the law of Victoria, Australia. You consent to the jurisdiction of the courts of the State of Victoria in relation to these Terms.

13. Survival of terms

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Nothing in these Terms affect or limit the terms of other agreements between you and AusNet Services.

14. Further information

For any questions and notices, please contact us at:

Email: EnergyConnect@ausnetservices.com.au

Last update: [17.03.2020]

Terms and Conditions for Registration on EnergyConnect Platform

15. Agreeing to these Terms

The EnergyConnect Platform (the **Platform**) is operated by AusNet Electricity Services Pty Ltd (ACN 064 651 118) (**we, our** or **us**) for the purpose of allowing persons (including companies, partnerships and other entities) (**you**) to apply to receive an offer from us to provide electricity connection or asset relocation services (the **Offer**).

By accessing the Platform and clicking [**I Accept**], and each subsequent time you access the Platform, you agree to be legally bound by these terms and conditions (the **Terms**) and the AusNet Services Privacy Policy (the current version of the Privacy Policy is on the AusNet Services website at <https://ausnetservices.com.au/en/Misc-Pages/Privacy>) (the **Privacy Policy**). You must read the Terms carefully before accessing the Platform.

A separate contract will be provided to you at the time an Offer is made which governs the work required to provide the electricity connection or asset relocation services. These Terms do not apply to the electricity connection or asset relocation services.

Your use of the Platform and any Offer made by us is conditional on your acceptance of and adherence to the Terms.

16. The Platform

The Platform allows you to make an application to AusNet Services to receive an Offer (**Application**), track your Application and take certain other preliminary steps required to facilitate the granting of an Offer by AusNet Services, including the assessment and analysis of your Application.

Following receipt of your Application, AusNet Services will assess the information you provide and may make an Offer to you. We reserve the right to reject your Application or not make an Offer in our absolute discretion.

17. Authority to act

If you use the Platform or submit an Application on behalf of another person, or a corporation, partnership or other entity, you warrant that you have obtained all required consents and permissions required to accept these Terms and have been granted full authority to use the Platform and make an Application on the relevant person's or entity's behalf.

You must ensure any person you are applying on behalf of understands and reads these Terms and any other contract or terms you agree to enter into on their behalf.

18. Fees and charges

Registration and access to the Platform is provided to you free of charge.

You may incur additional fees in relation to the assessment of your Application or the making of an Offer by AusNet Services. Where you are required to make a payment in relation an assessment of your Application via the Platform, you will be automatically directed to a third party site.

We will not receive, collect or store your financial information or banking related information on the Platform. This information will be dealt with solely by the third party provider.

While due care has been taken to ensure information you provide is stored securely, we will not receive or store the financial information you provide when making a payment on the third party

site and therefore cannot make any guarantee regarding the storage or use of that information. You acknowledge and agree that when using that third party site:

- (d) payments made will be governed by these Terms and are made for the benefit of AusNet Services, and are to be made without set-off or deduction;
- (e) AusNet Services will not receive financial or personal information you provide and can therefore make no guarantee, and (except to the extent liability cannot be excluded at law) accepts no liability, in respect of the handling, use or disclosure of that information; and
- (f) you release us from any responsibility in relation to your use of the site and providing your financial information and personal details for payment, including for any breach of security or unauthorised access or use of information.

Fees for the delivery of works will be charged separately pursuant to the terms of the Offer and a final contract between you and AusNet Services.

19. Handling and use of your personal information

In these Terms, the term "personal information" has the same meaning as in our Privacy Policy and includes your name, contact details and information in relation to the supply or asset relocation address, electricity connection and electricity usage.

We will collect, use, handle and store your personal information received as part of your use of the Platform in accordance with the Privacy Policy and these Terms.

5.1 Providing your personal information

By agreeing to these Terms you agree to allow us to collect and use certain personal information about you. You acknowledge and agree that the personal details we collect from you contain unique identifiers that can be used to ascertain your identity.

All personal information contained in your Application is provided with your full consent.

Further, you acknowledge that we may obtain further personal information about you as an incidental part of assessing your Application and providing you with an Offer and you provide all necessary consents to us to obtain personal information for those purposes.

5.2 Use of Personal Information

By clicking on ["I Accept"], you consent to:

- (f) the use of your personal information to verify your identity for lawful purposes;
- (g) the provision of your personal information to your retailer and our subcontractors for the purpose of providing you with an Offer;
- (h) the use of your personal information in a de-identified form for research and market analysis purposes; and
- (i) us sending you emails for the purposes of providing you with an Offer and for any related administrative or ancillary matters relating to the Offer.

You may withdraw the consents provided under these Terms by providing written notice to us. AusNet Services reserves the right to withdraw any offer made to you if you withdraw any consent given under these Terms.

19.3 Additional information for agents, corporations and other entities

If:

- (c) you are a corporation, partnership or other entity and not an individual; or

(d) accessing this Platform as an agent for another individual,

you are responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose personal information is provided by you to us in connection with the Platform, to ensure all dealings with such information comply with privacy laws.

20. Changes to these Terms

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Platform. You may request that your account be deregistered or withdraw any Application at any time if you do not agree to a change to the Terms.

21. Licence to use the Platform

The Platform is for your personal use only. You must not use the Platform or any content on it for commercial purposes or for any purpose other than making the Application or obtaining an Offer, without obtaining a licence to do so from us.

We own or licence all title and interest (including intellectual property rights) in the Platform and all content on the Platform. Your use of the Platform does not grant or transfer to you any rights, title or interest in relation to the Platform. You must not:

- (d) copy or use, in whole or in part, any content on the Platform;
- (e) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any content on the Platform to any third party; or
- (f) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of the content on the Platform, causing any of the content on the Platform to be framed or embedded in another website or platform, or creating derivative works from the content of the Platform.

You must make all best efforts to restrict access to the Platform and information delivered by the Platform to only persons who are expressly authorised to use the Platform. Registration to the Platform entitles only one user to use the Platform and is a breach of these terms to share your log-in details or allow any user to access the Platform using those log-in details.

22. Your obligations

In submitting a registration request to use the Platform, and in making an Application to us, you represent that the information you are providing is true and accurate. You must ensure that your access to the Platform is not illegal or prohibited by law.

You must not attempt to use or misuse the Platform:

- (d) for any unauthorised commercial purpose or in any manner that competes with AusNet Services or the businesses of its related bodies corporate; or
- (e) to breach any law or regulation or allow any person to do the same; or
- (f) to infringe another person's rights or expose us to liability or do anything which could, in our opinion, bring us or our service providers into disrepute.

23. Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of the Platform any breach of these Terms or any applicable laws by you.

24. Our Warranties and liability

The *Competition and Consumer Act 2010* (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, we give no guarantee, condition, warranty or undertaking, and make no representation to you, regarding any matter, including as to the suitability of the Platform or the quality, fitness or safety of any Offer made to you or future connection works that AusNet Services may undertake.

Any liability we have to you under these laws that cannot be excluded but that can be lawfully limited is (at our option) limited to providing equivalent services provided under these Terms or paying you the cost of acquiring equivalent services.

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent suffered by you or any third party, arising from or in connection with your use of the Platform or any inaccessibility of, interruption to or outage of the Platform or any loss or corruption of data, the security of the Platform, viruses or the fact that the certain information on the Platform may be incorrect, incomplete or out-of-date.

We have no control over the transmission of data or use of internet outside of our networks. We make no representation or warranty in relation to data security, viruses or other interruptions which may arise in your use of the Platform.

25. If you breach this agreement

If you breach this agreement, we may cancel your account and withdraw any Offer made to you. Upon termination, your account will be disabled or deactivated and you will no longer be able to access the Platform.

26. Withdrawing your consent

You may by written notice to us withdraw the consents or agreement to these Terms at any time by emailing us at EnergyConnect@ausnetservices.com.au.

27. Governing law

These Terms are governed by the law of Victoria, Australia. You consent to the jurisdiction of the courts of the State of Victoria in relation to these Terms.

28. Survival of terms

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Nothing in these Terms affect or limit the terms of other agreements between you and AusNet Services.

29. Further information

For any questions and notices, please contact us at:

Email: EnergyConnect@ausnetservices.com.au

Last update: [17.03.2020]