

## Terms and Conditions for use of SA Power Networks Customer Connections Website ("Website")

These Terms and Conditions set out the terms upon which you may use the Website. You may use the Website through such employees, agents and officers that you nominate and SA Power Networks approves from time to time (**Authorised Users**). You are responsible for ensuring all such Authorised Users comply with these Terms and Conditions.

The Website (as may be updated, upgraded and modified from time to time) is a secure website which may be used for the following purposes:

- (a) creating, booking and tracking electrical connections;
- (b) making connection applications on behalf of customers; and
- (c) such other purposes determined by SA Power Networks from time to time (and as set out in the documentation published on the Website or otherwise notified to you).

### 1 Users

Only registered Authorised Users may access the Website. Authorised Users must be at least 18 years old unless your organisation administrator authorises an exemption.

Once an Authorised User has received the letter of confirmation from SA Power Networks that contains their username and password, they may use the Website.

It is your responsibility to ensure your contact information and Authorised Users' contact information is accurate at all times.

### 2 Username and password

You are responsible for the confidentiality of usernames and passwords issued to Authorised Users. You must ensure no username or password is given to a person other than an Authorised User. You must notify SA Power Networks immediately upon becoming aware of any breach of confidentiality concerning a username or password. You are responsible for any use of the Website under a username and password issued to your Authorised Users, whether you authorise it or not, if it arises from you (including via your Authorised Users) providing a username and password to another person or failing to take due care to protect a username and password. However if you notify SA Power Networks of an unauthorised disclosure of a username and password SA Power Networks will act promptly to disable that username and password.

You acknowledge that Authorised Users may only access the Website using the username and password provided to them by SA Power Networks. SA Power Networks may change the password provided to them at any time and must issue a replacement password as soon as reasonably practicable or upon request.

You must only nominate an employee, agent or officer as an Authorised User if they:

- (a) have a need to use the Website to discharge their duties to you;
- (b) are aware that the username and password must be kept confidential;
- (c) have agreed with you to comply with these Terms and Conditions as if they were a party to them.

### 3 Access

You must nominate an email address that SA Power Networks can use to contact you with information about the Website.

Any change to the nominated email address must be notified to SA Power Networks in writing.

By using the Website you acknowledge and agree that:

- (a) you will not use the Website for any purpose which is illegal;
- (b) you will ensure all reasonable measures are taken to protect the security of usernames and passwords and that these are not disclosed to any unauthorised person;
- (c) you will not breach or circumvent any security or authentication measures of the Website or any other system, network or server connected to the Website, nor attempt to do so;
- (d) you will not use any software, process or other means to interfere with the working of the Website in any way; and
- (e) you will only use the Website for the purposes specified by SA Power Networks,

and you must ensure each Authorised User complies with the above requirements.

### 4 Monitoring your use of the Website

In order to operate the Website effectively and in accordance with applicable law and these Terms and Conditions, SA Power Networks may monitor and record your use of the Website.

In using the Website, SA Power Networks will collect personal information about you and Authorised Users.

SA Power Networks will store and handle personal information in accordance with SA Power Networks' Privacy Policy and the requirements of the *Privacy Act 1988* (Cth) including the National Privacy Principles. If you would like a copy of our Privacy Policy, please contact SA Power Networks at [customerrelations@sapowernetworks.com.au](mailto:customerrelations@sapowernetworks.com.au).

By using this website, you acknowledge and agree to be bound by SA Power Networks' Privacy Policy and to ensure each Authorised User is aware of and agrees to it. You must in using the website (including inputting information into it) at all times comply with the *Privacy Act 1988* and if you are inputting personal information into the website ensure you have all necessary consents to enable you to lawfully do so.

### 5 Website Operation

You must take your own precautions consistent with good industry practice to protect your systems against the risk of viruses, malicious computer code or other forms of interference which may damage your computer system (including installing on your facilities accessing the Website virus protection software and other accepted security software).

SA Power Networks does not accept responsibility for any interference or damage to your computer systems (including viruses, malicious computer code or other forms of interference) which arises in connection with your use of the Website, except where caused by our breach of these Terms and Conditions or our negligence.

SA Power Networks cannot and does not guarantee that access to the Website will be uninterrupted or error free. You acknowledge that the content, layout, and materials on the Website may change from time to time.

## 6 Website Content

The Website contains various explanatory materials and other documents (**Materials**) provided by SA Power Networks. As between you and SA Power Networks the Materials are owned by SA Power Networks and the intellectual property rights in them are owned by or licensed to SA Power Networks.

You may only use the Materials to facilitate Your use of the Website (including to facilitate the transactions and dealings contemplated by the Website). You must not use or reproduce the Materials for any other purpose. The Materials have been designed solely for use in conjunction with the Website. SA Power Networks makes no representation the Materials are suitable for any other purpose.

## 7 Limitation of Liability for the Website

- (a) SA Power Networks, its agents, officers and employees will not, under any circumstances, be liable for, or accept responsibility for, any special, incidental, indirect or consequential damages of any kind, including for loss of data, loss of profit or income or loss of reputation, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.
- (b) To the extent permitted by law (including the Australian Consumer Law), all warranties, guarantees, and other terms implied by statute, custom or the common law are excluded from these Terms and Conditions.
- (c) To the extent permitted by the Australian Consumer Law, the liability of SA Power Networks for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) or for any other defective supply of goods or services under these Terms and Conditions is limited to:
  - (i) in the case of goods, to one of the following as determined by SA Power Networks: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and
  - (ii) in the case of services, to one of the following as determined by SA Power Networks: the supplying of the services again or the payment of the cost of having the services supplied again.
- (d) Paragraphs (a) and (c) above will not apply to limit SA Power Networks' liability for loss, damage or claims caused by SA Power Networks' gross negligence, fraud, criminal conduct or wilful misconduct.

## 8 Website Maintenance

From time to time, SA Power Networks may need to undertake maintenance on the Website. During such periods some or all of the Website may be unavailable or its functionality may be reduced.

## 9 Intellectual Property

- (a) **Licence:** Subject to your compliance with these Terms and Conditions SA Power Networks grants you a royalty-free, non-transferable, non-exclusive licence to use

the Material solely for the purpose of your dealings with SA Power Networks on the Website. You may use the Material and take occasional copies of the Website during your normal viewing of it. You may also print from the Website. You may not disclose the Material to anyone other than your employees, agents and officers.

- (b) **Ownership:** All rights, including copyright, in the Website and its contents are owned by SA Power Networks. Except as referred to in paragraph (a) or otherwise permitted under the *Copyright Act 1968* (Cth) or any other applicable law in your location, you may not adapt, reproduce, publish or distribute copies of any materials contained or available on the Website (including, but not limited to, text, logos, graphics, photographs, video clips, trademarks, garment graphics, sounds or images) in any form (including by e-mail or other electronic means).
- (c) **No transfer:** No intellectual property rights or other rights in and to the information and materials on the Website are transferred to you.
- (d) **Marks of Ownership:** You must not alter or allow an Authorised User to alter any marks of ownership, copyright, patent, trade mark or other mark of a right included on the Website.
- (e) **Destruction of Information:** If you have printed any Materials or any other information from the Website then, except to the extent you are required to maintain it by law, you must securely destroy that Material or information (and remove copies from any computer system) once you no longer require it for a purpose referred to in clause 6. Inaccessible back-up copies on a computer system may be removed at the time that such back-up copies are ordinarily deleted in the course of your business operations.

## 10 Customer Contracts

If you use the Website to enter into a Connection Contract on behalf of a customer or make a connection application on behalf of a customer then:

- (a) you warrant to SA Power Networks you have the explicit informed consent of the customer to do so;
- (b) despite any other provision of these Terms and Conditions, you may disclose to that customer (and provide a copy to them of) the terms of that contract and that application and any other information the Website provides in relation to such matters (and if authorised by the customer you may retain a copy of such documents); and
- (c) you may disclose to the customer information relating to the timeframes for their connection (but must make clear to the customer such timeframes may be an estimate and may be subject to change).

In this clause, "Connection Contract" means the following contracts available on the Website:

- if you are a small-embedded generator, connection agreement 3602 Terms and Conditions for Basic Connection Services for Retail Customers who are Small Generators ;
- for any other connections (non-embedded generation), connection agreement 3601 Terms and Conditions for Basic Connection Services for Retail Customers other than Embedded Generator; or

- for any application for both connection services, 3601 and 3602;
- for ongoing connection to the South Australian Electricity Distribution System, the supply of electricity 3603 Model Terms and Conditions for Deemed Standard Connection Contracts

## **11 Termination for breach**

SA Power Networks may terminate your access to the Website:

- if you breach any provision of these Terms and Conditions and do not remedy that breach within 7 days of notice from SA Power Networks; or
- immediately if you or any Authorised User deliberately and knowingly uses the Material or Website for a purpose which is illegal or not permitted by these Terms or Conditions.

## **12 Closure of Website**

SA Power Networks may cease maintaining the Website at any time by 30 days notice. In such case SA Power Networks will notify You of the replacement methods to be used to carry out the functions previously carried out through the Website.

## **13 Amendment**

When SA Power Networks makes an amendment to these Terms and Conditions, SA Power Networks will bring the amendment to your notice and give you 30 days notice prior to the amendment taking effect (unless the amendment relates only to operational matters which do not materially impact your legal rights and obligations). You may cease use of the Website if you do not agree to such an amendment but if you continue to use the Website after the expiry of that 30 days you are bound by the amended Terms and Conditions.

## **14 Severability**

If a clause or part of a clause of these Terms and Conditions is invalid, that clause or that part of the clause will be struck out and the other terms will remain in force.

## **15 No Waiver**

No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

## **16 Survival**

Any clause or part clause in these Terms and Conditions that would reasonably be interpreted to survive termination of these Terms and Conditions will survive termination.

## **17 Governing Law**

These Terms and Conditions are governed by the laws in force in South Australia, Australia. You agree to the jurisdiction of the courts of South Australia, Australia.