

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

Please read these terms and conditions of use carefully before using the Website. In these terms and conditions, "you" and "your" refer to you, the person accessing the Website, in your personal capacity, on behalf of the entity, organisation or agency you represent, and in your capacity as an authorised agent for an SA Power Networks customer ("**the Customer**") (if applicable).

If you do not agree to these terms and conditions, then you are not authorised to access or use the Website.

The Website (as may be updated, upgraded and modified from time to time) contains a system which allows you to book, monitor, alter or cancel requests or appointments with SA Power Networks with respect to electrical connections.

1. Users

Only registered users may access the Website. Users must be 18 years old unless their organisation administrator authorises an exemption.

If you are applying to be a user on behalf of the Customer or an organisation, you warrant that you have the authority to make the application and to bind that Customer or organisation to these terms and conditions. You warrant that the information provided in the application form is true and correct. SA Power Networks may accept or reject applications at its discretion.

Once you have received the letter of confirmation from SA Power Networks that contains your username, you may use the Website. You have access to your contact information via the Website, such as your address, phone number and organisation name. It is your responsibility to ensure your contact information is accurate at all times.

2. Username and password

You are responsible for the confidentiality of your username and password. You should not give your username and password to another person. 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 your username and password, whether you authorise it or not.

You acknowledge that you will only access the Website using the username and password provided to you by SA Power Networks. SA Power Networks may change the password provided to you at any time without prior notice.

You may only disclose the username and password to your officers, employees, legal, accounting and business advisors, and the Customer on a need to know basis and who:

- (a) are aware that the username and password must be kept confidential;

- (b) are authorised to access the Website as your agents; and
 - (c) have agreed with you to comply with these terms and conditions as if they were a party to them,
- (each an **Authorised User**).

You are responsible for the conduct of any Authorised User and for ensuring that each Authorised User complies with these terms and conditions.

3. Access

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 take all reasonable measures to protect the security of your username and password to enable you to access the Website, so that these details do not become known to any other person who is not an Authorised User;
- (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.

4. Monitoring your use of the Website

In order to operate the Website effectively and in accordance with applicable laws 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.

SA Power Networks will store and handle your personal information in accordance with SA Power Networks' Privacy Policy, which can be found on SA Power Networks' website at this link: http://www.sapowernetworks.com.au/centric/home/privacy_policy.jsp

By using the Website, you acknowledge and agree to be bound by SA Power Networks' Privacy Policy.

5. Website Content

All information, documents and material ("**Material**") contained on the Website are provided "as is" and for information purposes only. SA Power Networks takes no responsibility and makes no representations, either express or implied, as to quality, accuracy, reliability or credibility of the Material.

SA Power Networks takes no responsibility whatsoever for the accuracy or truthfulness of any Material supplied by third parties. You acknowledge and agree that SA Power Networks is not obliged to screen or take any active steps to verify the Material supplied by any third party.

SA Power Networks may make changes to the Material on the Website at any time without notice.



6. Website Operation

You must take your own precautions to ensure that accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. SA Power Networks cannot and 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.

SA Power Networks cannot and does not guarantee that access to the Website will be uninterrupted or error free. SA Power Networks reserves the right to withdraw access to some or all of the parts or pages on the Website at any time without notice and accepts no responsibility or liability for these parts or pages not being available.

7. Limitation of Liability for the Website

SA Power Networks, its agents, instrumentalities, officers or employees will not, under any circumstances (including negligence), be liable, or accept responsibility, for any compensatory, special, incidental, direct, indirect or consequential damages of any kind, liabilities, claims and expenses, however caused, (including but not limited to legal costs and defence or settlement costs), or any damages for loss of data, profit or income or any other losses whatsoever that result from the use of the Website, or reliance on, information contained on or accessed through the Website (including but not limited to the Material), whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions by SA Power Networks.

If any goods and/or services are supplied by SA Power Networks under these terms and conditions to a consumer within the meaning of the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (“**ACL**”), nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the ACL, provided that, to the extent that the ACL permits SA Power Networks to limit its liability, then SA Power Networks' liability is limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

8. Indemnity

You agree to indemnify and hold harmless SA Power Networks and each of its agents, instrumentalities, officers and employees, and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from:



- (a) any loss or liability arising from your use, or the use by any Authorised User, of the Website or Materials;
- (b) any suspension, interruption or termination of your access, or the access of any Authorised User, to the Website or Materials;
- (c) any breach by you or an Authorised User of these terms and conditions;
- (d) reliance by you or an Authorised User on any information obtained through the Website (including, but not limited to, any Material); and
- (e) access to and/or use of the Website by you or an Authorised User.

9. Website Maintenance

From time to time, SA Power Networks may need to undertake maintenance on the Website that could result in the loss of access to some or all functionality of the Website. Although SA Power Networks will use reasonable endeavours to minimise the inconvenience of any such downtime, the general warranties and disclaimers and the limitations of liability in these terms and conditions apply equally to any costs, losses or damage that may result regardless of whether such costs, loss or damage may have been foreseeable or not.

10. Intellectual Property

- (a) Subject to your compliance with these terms and conditions, and subject to clause 10(e), SA Power Networks grants you a revocable, limited, royalty-free, non-transferable, non-exclusive licence to use the Material solely for the purpose of your dealings with SA Power Networks. However, the Material must not be reproduced, stored in any way (including on any other website), given to any other person or included in any way into another document or other material without obtaining the prior written permission of SA Power Networks.
- (b) All rights, including copyright, in the Website and its contents are owned by SA Power Networks. Except as referred to in clause 10(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 information or Material contained or available on the Website (including, but not limited to text, logos, graphics, photographs, video clips, trade marks, 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 Material on the Website are transferred to you.
- (d) **Marks of Ownership:** Except as otherwise permitted by these terms and conditions, you must not alter or allow the alteration of any marks of ownership, copyright, patent, trade mark or other mark of a right included on the Website.
- (e) **Termination:** Upon termination for any reason of the licence granted by SA Power Networks to you in accordance with clause 15, you immediately lose all rights to use or access the Website and must return or destroy all Material in your possession or control. At SA Power Networks' request, you must procure one of your officers to certify to SA Power Networks that all Material has been so returned or destroyed.



11. Amendment

When SA Power Networks makes an amendment to these terms and conditions, SA Power Networks will bring the amendment to your notice. Where SA Power Networks posts new terms and conditions in the place of these terms and conditions, by clicking the “I agree” button or continuing to use the Website, you confirm your acceptance of the new terms and conditions.

12. 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.

13. 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.

14. 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.

15. Termination of Access

Your access to the Website is entirely at the discretion of SA Power Networks. You have no right to ongoing or continued use of the Website or Materials, and your access to the Website may be terminated by SA Power Networks at any time without notice.

16. 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.