

TERMS AND CONDITIONS OF USE

TERMS OF REGISTRATION, METERING DATA SERVICE AND LICENCE TO USE THIS SERVICE

PLEASE NOTE - Your use of this service and access to metering data via a home area network device such as an in home display or smart appliance is conditional on you agreeing to be bound by these terms and conditions of use. By clicking "**I Accept**" you agree to be bound by these terms and conditions of use. We reserve the right to cancel your use of this service if you breach these terms and conditions – including if you do not tell us when you vacate your property.

1. ABOUT THIS SERVICE

The myEnergy Portal ("**Service**") is an online application provided by CitiPower Pty Ltd and Powercor Australia Limited ("**us, we, our**") that gives the occupier of premises connected to a smart meter or their duly authorised representative (in each case whether individuals, companies, partnerships or otherwise) ("**you, your**") access to your electricity metering data. By registering for this Service you can also access your metering data in real time via a compatible Home Area Network ("**HAN**") device connected to your smart meter via a secure home area network.

As a part of this Service we also provide you with the ability via the myEnergy Portal to transfer your metering data to the Victorian Government's energy compare website '*Victorian Energy Compare*' ("**VEC**"). You do this by clicking the link to the VEC website once you are logged into your account – once you click the link (to the VEC website) your metering data will then be transferred to the VEC website. By clicking the link to the VEC website you consent to us transferring your metering data to the VEC website.

2. HOW TO REGISTER

To use this Service and to be able to access your metering via your HAN device, you must apply to register an account with us. Registration is free but non-transferable. In return for free registration, you agree to allow us to collect and use certain personal information about you (such as your name, contact details and smart meter serial number).

You will be transferred to the registration page to complete your registration request after you click "I Accept". The details you provide to us and your request to access your metering data will then be cross-checked against our records and, if necessary, sent by us to your electricity retailer for verification of your identity.

Before you register to use this Service, please be aware that:

- (a) the personal details we collect from you may contain unique identifiers that can be used to ascertain your identity;
- (b) we will collect, use, handle and store your personal information in accordance with our Privacy Policy (<https://www.powercor.com.au/privacy-and-disclaimer/>);
- (c) we may not be able to provide the services and may cancel your account if you withdraw your consent in relation to required personal details; and
- (d) if you are accessing this Service as an authorised representative of an occupier of premises connected to a smart meter you must obtain their prior consent. We may request evidence of this authorisation.

We may also cancel your account if you breach these T&Cs, you vacate your property and do not tell us or we reasonably suspect that you are not authorised to use this Service.

3. YOUR OBLIGATIONS

3.1 When you submit a registration request

When you submit a registration request on you represent and warrant to us that:

- (a) you are the occupier of the premises connected to the smart meter nominated in your registration details in respect of which you are requesting access to metering data; or

- (b) if you are accessing this Service as an authorised representative of an occupier of premises connected to a smart meter that you have obtained their prior consent in accordance with applicable privacy laws to access this Service and their metering data on their behalf.

Because each smart meter serial number is a unique number.

3.2 Keeping your account details up to date

As soon as you become aware, you must notify us if:

- (a) you vacate the premises; or
- (b) if you access this Service as an authorised representative of an occupier of premises connected to a smart meter and they vacate the premises or revoke their authority for you to access this Service on their behalf.

This is important because we can only provide metering data to the occupier of the property or their authorised representative. If you move premises and your new location is outside the CitiPower Pty Ltd or Powercor Australia Ltd distribution network you will no longer be able to use this Service to access your current metering data – you'll need to use the service provided by your retailer or the relevant distribution network service provider.

3.3 Your responsibility for this Service and other obligations

- (a) You are provided with access to this Service only for your personal use.
- (b) You must ensure that your access to this Service is not illegal or prohibited by law.
- (c) All intellectual property in this Service is owned or licensed by us and except for a licence to use this Service in accordance with these T&Cs, nothing in these T&Cs grants you any right, title or interest in relation to this Service. You must not copy, adapt or otherwise breach any intellectual property rights in the registration process, screen displays and anything else related to this Service.
- (d) You must:
 - (i) only use this Service and the metering data provided to you for lawful purposes;
 - (ii) ensure that any person you have expressly or impliedly authorised to use this Service and the metering data provided (including without limitation other household members or employees) abide by these T&Cs.
- (e) You must not attempt to use or misuse this Service or the metering data provided to you:
 - (i) for any unauthorised commercial purpose;
 - (ii) to breach any law or regulation or allow any person to do the same; or
 - (iii) to infringe another person's rights or expose us to liability or do anything which could bring us or our service providers into disrepute; or
 - (iv) in any way which may damage any property of a third party or injure or kill any person.
- (f) You must take all best efforts to restrict access to this Service and information delivered by this Service to only persons who are expressly authorised to use this Service and receive the metering data.

4. OUR OBLIGATIONS

4.1 Terms Implied by Statute

If you have statutory guarantees and other rights available to you at law that cannot be excluded under the Australian Consumer Law, nothing in these T&Cs limits or excludes any such rights.

4.2 Security of Information

Unfortunately, no data transmission over the Internet and via home area networks can be guaranteed as totally secure. Whilst we strive to protect such information, we cannot ensure the security of any information which is transmitted. In addition, we disclaim all responsibility for hacking or other wilful or unauthorised access to such information.

4.3 Hardware and Software Defects

If you use any third party hardware or software (such as HAN hardware units manufactured by third parties), we take no responsibility for defects in such hardware or software and inaccurate readings, damage or loss arising from the use of such hardware or software.

We make no warranties that any third party hardware or software will successfully connect to the nominated smart meter or this Service.

You agree and warrant to us that you will only use and install approved software and hardware (including only using and installing ZigBee Alliance compliant HAN devices) and that you have not tampered with any such software and/or hardware. You are responsible for the costs of any damage (including any damage to any smart meters) which result from your non-compliance with this clause.

4.4 This Service is Not Guaranteed to be Error Free

Subject to clause 7.1, you acknowledge that this Service cannot be guaranteed error free. You acknowledge that the existence of any such errors will not constitute a breach of this agreement.

5. NO LIABILITY FOR DAMAGES

Except as expressly provided in these T&Cs, you acknowledge that we are not be liable to you for any loss or damage, including special, indirect or consequential damages (including damages for loss of profit, loss of revenue, or loss of opportunity) in relation to your use of this Service and receipt of information from this Service.

6. YOUR PERSONAL INFORMATION

6.1 Information that we may collect

You acknowledge that any personal information provided by you is freely given by you and with your consent. You acknowledge that we may obtain some personal information about your electricity usage patterns as an incidental part of providing these services to you.

6.2 Our use of your information

Any information you provide to us will be maintained by us in accordance with our Privacy Policy and applicable privacy laws.

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 for lawful purposes;
- (c) if you click the link to the VEC website, us transferring your metering data to the VEC website; and
- (d) the use of your personal information in an aggregated and de-identified form for research and analysis purposes (in all such circumstances, we will ensure that individuals remain anonymous);
- (e) us sending you emails from time to time for administrative purposes, such as password resets, and other notifications, such as tips on how to use this Service, outage notifications, your meter becoming AMI ready and energy use notifications to help you achieve energy savings goals.

If you do not consent to any of the above uses, you can contact us via the website to discuss your requirements. However, we may not be able to provide the Services to you if we do not have your consent in relation to certain required personal information.

7. METERING DATA SERVICE

7.1 Accuracy of information

Metering data is derived from our systems, or, if you access information via a HAN device, directly from your smart meter. All data delivered to you is indicative only. This Service is a tool to help you track your electricity use, but should not be relied on as completely accurate.

We are not responsible for your retail bill. Any queries about your retail bill should be directed to your electricity retailer.

7.2 Maintenance and down time

We may conduct maintenance on this Service and/or your meter from time to time.

Your use of this Service and your ability to access your metering data via your HAN device may be temporarily disrupted from time to time for maintenance and related purposes.

7.3 Internet connection

To access this Service you must maintain your own internet connection.

8. CHANGES TO THESE T&CS

We reserve the right to change these T&Cs from time to time. If we update these T&Cs you will be notified of any changes when you next access this Service. You may deregister your account at any time if you do not agree to these T&Cs (as amended).

9. TERM OF AGREEMENT

9.1 Termination

This agreement begins from the time you click "I Accept" and terminates automatically upon the occurrence of any of the following circumstances:

- (a) if you breach any term of this agreement, upon notice by us that the agreement is terminated;
- (b) if you cancel your account or give notice that you withdraw your consent in relation to personal information required to receive the services;
- (c) if you move property or we consider that you are not or may not be the rightful recipient of information from a particular meter installation;
- (d) if you are a company, firm or partnership, if that company, firm or partnership is dissolved or wound up;
- (e) if we reasonably suspect that your use of this Service is unauthorised, inappropriate or unlawful;
- (f) it becomes unlawful for us to provide this Service.

9.2 Consequences of Termination

Upon termination, your account will be disabled or deactivated and you will no longer be able to access metering data from this Service.

10. GENERAL

- (a) We have no liability for any failure to comply with these T&Cs where failure is due to circumstances beyond our reasonable control.
- (b) These T&Cs are governed by the law of Victoria, Australia.