

## ELECTRICITY DISTRIBUTION CONNECTION PORTAL - END USER TERMS OF USE

### TERMS OF REGISTRATION AND LICENCE TO USE PORTAL

**WARNING:** PERMISSION TO USE THE PORTAL TO REQUEST A BASIC CONNECTION SERVICE, A BASIC ABOLISHMENT SERVICE OR A POLE TO PIT INSTALLATION SERVICE IS CONDITIONAL ON YOU, THE CUSTOMER, AGREEING TO THE TERMS AND CONDITIONS SET OUT BELOW.

BY CLICKING "I ACCEPT", YOU WILL BE DEEMED TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, DO NOT CLICK "I ACCEPT".

WE RESERVE THE RIGHT TO CANCEL YOUR ACCOUNT IF YOU BREACH THESE TERMS AND CONDITIONS

#### 1. WHAT IS THE ELECTRICITY DISTRIBUTION CONNECTION PORTAL

The Electricity Distribution Connection ("**Portal**") is an online application provided by Jemena Electricity Networks ("**us, we, our**") that gives persons (whether individuals, companies, partnerships or otherwise) ("**you, your**") the ability to request a Basic Connection Service, a Basic Abolishment Service or a Pole to Pit Installation (**the Services**) online.

"**Basic Connection Service**" means the connection work to be undertaken by us (and our authorised representatives) to connect the Supply Address to our distribution network and is either a New Permanent Basic Connection, New Permanent Basic Connection with Micro Embedded Generator, a New Temporary Basic Connection or an Addition and Alteration at an existing premise.

"**Basic Abolishment Service**" means the work to be undertaken by us (and our authorised representatives) to permanently disconnect the Supply Address from our distribution network and to permanently remove from the Supply Address all of the metering equipment and associated equipment located at the Supply Address.

"**Pole to Pit Installation Service**" means the installation work to be undertaken by us (and our authorised representatives) to provide a new underground installation service to the **Supply Address** from our distribution network.

#### 2. HOW DO I REGISTER

The Portal allows you to submit a request for a Basic Connection Service, a Basic Abolishment Service or a Pole to Pit Installation Service. Use of the Portal is free of charge. A request by you for a Service submitted through the Portal will be assessed by us.

To use the Portal, you must apply to register an account and agree to these Terms and Conditions ("**T&Cs**"). 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, and contact details).

In order to accept these T&Cs you must click "I Accept" and in doing so please be aware that:

- (a) the personal details we collect from you 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 (<http://jemena.com.au/about/privacy.aspx>) ("**Privacy Policy**");
- (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.

**In these T&Cs, the term "personal information" has the same meaning as in our Privacy Policy.**

**We may also cancel your account if you breach these T&Cs.**

### 3. **RIGHT TO REQUEST ACCESS TO THE PORTAL**

In submitting a registration request to use the Portal, you represent that the information you are providing is true and accurate.

If your registration request to use the Portal is accepted by us, you will be granted access to the Portal, at which point you can then submit a request via the Portal for a Basic Connection Service, Basic Abolishment Service and a Pole to Pit Installation Service.

### 4. **CHANGES TO THESE T&CS**

We reserve the right to change these T&Cs. We will notify you of any material changes via the email address that you provide. You may deregister your account at any time if you do not agree to these T&Cs (as amended).

### 5. **YOUR PERSONAL INFORMATION**

#### 5.1 **Information which 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 you and other requirements as an incidental part of providing these services to you.

If you are a corporation, partnership or other entity and not an 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 Portal, so as to ensure that our dealings with that information pursuant to these T&Cs and our Privacy Policy comply with our obligations under any privacy laws.

We will not collect or store your financial information or banking related information on the Portal. Where you are required to make a payment to us in relation to a Basic Connection Service, a Basic Abolishment Service or a Pole to Pit Installation, you will be automatically directed to make those payments via a website operated and maintained by our financial institution agent. As this website is not operated or maintained by us, we disclaim all responsibility for the security or the unauthorised access or use of any information which is transmitted by you to or from that website.

#### 5.2 **Our use of your personal information**

We undertake to comply with our Privacy Policy and applicable privacy laws in relation to your 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 for lawful purposes;
- (c) 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); and
- (d) us sending you emails in relation to the provision of the Service and for administrative purposes.

If you do not consent to any of the above uses, you can email us accordingly at [connectionpointcompliance@jemena.com.au](mailto:connectionpointcompliance@jemena.com.au). However, we may not be able to provide the Service to you if we do not have your consent in relation to certain required personal information.

## 6. YOUR RESPONSIBILITY FOR THE PORTAL AND OTHER OBLIGATIONS

- (a) You are provided with access to the Portal only for your personal use.
- (b) You must ensure that your access to the Portal is not illegal or prohibited by law.
- (c) All intellectual property in the Portal is owned or licensed by us and except for a licence to use the Portal in accordance with these T&Cs, nothing in these T&Cs grants you any right, title or interest in relation to the Portal. You must not copy, adapt or otherwise breach any intellectual property rights in the registration process, screen displays and anything else related to the Portal.
- (d) You must:
  - (i) only use the Portal for lawful purposes; and
  - (ii) ensure that any person you have expressly or impliedly authorised to use the Portal (including without limitation other household members or employees) abide by these T&Cs.
- (e) You must not attempt to use or misuse the Portal:
  - (i) for any unauthorised commercial purpose; or
  - (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 the Portal and information delivered by the Portal to only persons who are expressly authorised to use the Portal.

## 7. USE OF THE PORTAL

### 7.1 Maintenance and down time

We may conduct maintenance on the Portal.

Your use of the Portal may be temporarily disrupted from time to time for maintenance and related purposes.

### 7.2 Internet connection

You must arrange for your own internet connection in order to access the Portal.

## 8. OUR WARRANTIES

### 8.1 Terms Implied by Statute

You have statutory guarantees and other rights that cannot be excluded under the Australian Consumer Law. Nothing in these T&Cs limits or excludes any such rights.

### 8.2 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.

### 8.3 Portal Program Not Guaranteed to be Error Free.

Subject to clause 8.1, you acknowledge that the Portal cannot be guaranteed error free. You acknowledge that the existence of any such errors will not constitute a breach of this agreement.

### 8.4 No Liability for Damages

Except as expressly provided in this agreement, we will 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 the Portal.

## 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 by emailing us at [connectionpointcompliance@jemena.com.au](mailto:connectionpointcompliance@jemena.com.au) or give notice that you withdraw your consent in relation to personal information required to receive the Service;
- (c) if you are a company, firm or partnership, if that company, firm or partnership is dissolved or wound up.

### 9.2 Consequences of Termination

Upon termination, your account will be disabled or deactivated and you will no longer be able to access the Portal.

## 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.