

# seene My Account terms & conditions

## Agreement

We provide you with the opportunity to establish a profile to use My Account. Use of the My Account online service is subject to the terms and conditions set out below. You must only use this service if you are over 18 and you have the legal capacity to contract in Australia.

If you do not agree to these terms and conditions you must cease your use of this service.

You will only have access to accounts for which you are financially responsible or where the financially responsible person has given you authorisation.

## Confidentiality

In order to use this service, you require a login and password. You are solely responsible for the confidentiality and use of your password, as well as for any communications entered into or payments made through this service using your password.

## Terminating or suspending your account

We reserve the right to terminate or suspend your online profile where:

- you fail to comply with these terms and conditions
- we suspect or have evidence that your online profile is being used to compromise the security of any of seene's IT systems

We will notify you if we suspend or terminate your online profile. Termination of your online profile will not affect the supply of electricity to your premises.

These terms remain in force until we or you terminate your online profile.

## Terminating, suspending or altering the My Account online service and these terms

We reserve the right to terminate, suspend or alter this service and these terms at any time. Where we terminate or suspend this service, or seek to alter it in a way that will have a material detrimental impact on you, we will endeavour to provide you with prior notice.

## Website security

We will use reasonable endeavours to ensure that our My Account online service is secure. However, it is possible for any electronic data transfer to be intercepted by others. By using this service, you understand that your information may be read or intercepted by others. We do not accept liability for the interception or hacking of data by unauthorised third parties.

## Copyright

Any information provided to you through this service is solely for your personal and/or internal business needs. The material on this website is owned by scene and/or its service providers and is protected by copyright.

## Liability

We will use due care and skill in providing our My Account service. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply to our supply of the My Account online service.

Subject to your rights under law which cannot be excluded, we do not warrant or represent that the My Account online service is complete, accurate, current or free from errors or omission, programming bugs or viruses or secure.

The availability of the My Account online service may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, internet access difficulties or delay or failure of transmission).

Accordingly, we do not warrant or represent that the availability of the My Account online service will be continuous or uninterrupted, that any defects will be corrected, or that the My Account online service or server that makes it available are free of viruses.

We accept liability to you for breach of any statutory guarantee or other rights under consumer protection laws that cannot be excluded and for loss or damage that was caused by our breach of contract or negligence under the principles applied by the courts. However, except as expressly provided by law, we are not liable for:

- loss or damage that was not reasonably foreseeable
- loss or damage that was not caused by our breach of statutory guarantee or contract or by our negligence
- loss or damage that was caused by your breach of contract or your negligence
- business losses (such as lost data, lost profits or business interruptions)
- loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, internet access difficulties or delay or failure of transmission)
- indirect or consequential loss or damage

## Jurisdiction

This agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia. By using this service, you submit to the exclusive jurisdiction of the courts in Victoria.