

Standard Terms and Conditions for provision of GreenPower and Carbon Offset Services by Green Energy Exchange Pty Limited ABN 92 664 188 989 trading as ACXargyle (“we/us/our/ACXargyle”)

Background

Our standard terms set out the terms and conditions that govern how we provide our Service.

The **GreenPower Service** comprises:

- (a) the provision of GreenPower which we purchase from generators on your behalf; and
- (b) the surrender of GreenPower program compliant Large Scale Renewable Generation Certificates (LGCs) to the Office of Renewable Energy Regulator within the regulated time-frames on your behalf, and
- (c) our compliance with the audit requirements of the GreenPower Program.

The **Carbon Offset Service** comprises:

- (a) the purchase of accredited carbon credits on your behalf; and
- (b) acquittal of the same accredited carbon credits to the relevant authority on your behalf and
- (c) compliance with the requirements of the external assurance auditor as nominated on the ACXargyle website.

The **Service** referred to in this Agreement means either the GreenPower Service and/or and Carbon Offset Service, whichever service that you have chosen to purchase.

1. Provision of the Service

- 1.1 You have engaged us to provide to you our Service. The Service will commence from the date that you elect to purchase GreenPower and/or Carbon Offsets from us on the terms and conditions set out in this Agreement and we process your payment for the Service. From this date all rights and obligations created in these terms and conditions will become operative.

2. Use of the Service

- 2.1 You agree to comply with all directions relating to the access and use of the Service as notified by us to you on the ACXargyle web site from time to time.
- 2.1 You agree that you will not access, nor permit any other party to access the ACXargyle web site or use the Service for any purpose or activity of an illegal, fraudulent or defamatory nature.
- 2.3 If you elect to become an ACXargyle account holder you agree that you are responsible for maintaining the secrecy and confidentiality of all identification and log-in information required by you to access the Service.

3. Withdrawal of Access

- 3.1 We reserve the right, immediately and without notice to you, to withdraw your access to the Service if, in our opinion: you misuse the Service, you fail to comply with your obligations as to the use and access of the Service or you fail

to comply with any provision of this Agreement including the payment of any fees.

4. Intellectual Property Rights

- 4.1 In this Agreement “Content” means information in any form published on our ACXargyle web site by us or any third party with our consent.
- 4.2 Title, ownership rights and intellectual property rights in the Content whether provided by us or by any other Content provider shall remain the sole property of us and/or any other Content provider.
- 4.3 You may not copy, modify, publish, transmit, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as expressly permitted in this Agreement.
- 4.4 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You may not store electronically any significant portion of any Content.
- 4.5 In addition to any other remedy available under the law, you indemnify and agree to keep indemnified us, our servants and agents against all loss, damage, costs and expenses arising as a result of your breach of our intellectual property rights in the Content, or a third party's breach of our intellectual property rights in the Content where the third party's breach was through the use of the Service which is provided for you.

5. Payment of Fees and Refund Policy

- 5.1 You are required to make all payments to us for our provision of the Service to you by using the payment service provided by the National Australia Bank Limited ABN 12 004 044 937 via a link on the ACXargyle web site
- 5.2 You are responsible for reviewing your purchase and payment summary on the ACXargyle web site prior to accepting your purchase transaction. Once you accept that your purchase transaction is correct and payment is made, your purchase transaction is deemed to be completed. You are not entitled to any refund on completion of a purchase.

6. GST

There is a Goods and Services Tax (“GST”) payable for our supply of the Service that is imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). GST is included in the prices quoted to you on the ACXargyle web site.

7. Confidentiality

- 7.1 In relation to any confidential information you disclose to us, we will:
 - (a) take all reasonable steps to ensure that the information is protected from misuse,

unauthorised access, modification or disclosure;
and

- (b) ensure that access to the information is limited to those of our employees and contractors who are required to access that information for the purposes of us providing the Service to you.

8. Privacy

- 8.1 When you purchase GreenPower or Carbon Offsets from us you may elect to remain anonymous, however you will be required to provide an address of the property for which the GreenPower purchase relates. If you elect to become an account holder of our Service you may choose to provide additional personal information to us. In both cases you consent to us using the personal information that you provide.
- 8.2 Personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 8.3 When collecting any personal information, we must comply with the Privacy Act 1988 (Cth) ("the Privacy Act") and the 10 National Privacy principles under the Privacy Act, and our privacy policy which can be found on the ACXargyle web site at <http://www.co2ex.com.au/privacy>.
- 8.4 To provide the Service to you, we may disclose, on a confidential basis, personal information of you or your employees and contractors to third parties engaged by us to perform administrative or other Services with the consent of the individual to whom the personal information pertains or where required by law.
- 8.5 Any personal information we collect and hold may be accessed and corrected by the individual to whom the personal information pertains.
- 8.6 We have taken measures to ensure that information provided by you in respect of the Service is stored securely. Only authorised personnel have access to that information.

9. Disclaimer

9.1 General Disclaimer

- (a) We are not a generator, distributor or retailer of standard power and are not responsible for the provision of electricity to you or anyone else.
- (b) We are not liable for any loss or damage in connection with the billing component of our Service, which is provided by the National Australia Bank Limited ABN 12 004 044 937
- (c) We are not liable for any loss or damage in connection with any changes to the law or Government regulations that may impact on the way we currently provide the Service.
- (d) Our ACXargyle web site may contain links to other internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked web site, nor for any loss arising out of or in connection with any such web site.

- (e) We or our Content suppliers may make improvements or changes to our ACXargyle web site, the Content, or to the Service, at any time and without advance notice.
- (f) We give no warranty and make no representation, express or implied, as to:
 - (i) the adequacy or appropriateness of the Service, or any implied warranty or condition as to merchantability or fitness of the Service, for your purpose;
 - (ii) the accuracy of any information given on the ACXargyle web site;
 - (iii) the compatibility of the ACXargyle web site with your equipment, software or telecommunications connection;
 - (iv) compliance with any law;
 - (v) non-infringement of any right.
- (g) These general disclaimers are not restricted or modified by any of the specific warnings or disclaimers set out in sub-clause 9.2.

9.2 Specific Warnings and Disclaimers

- (a) The Trade Practices Act 1974 (Cth) and similar State and Territory legislation in Australia may confer rights and remedies on you in relation to our provision of the Service to you which cannot be excluded, restricted or modified ("non-excludable rights"). We do not exclude any non-excludable rights but do exclude all other conditions and warranties imposed by custom, law or statute.
- (b) Except as provided for by the non-excludable rights:
 - (i) the Service is provided to you without warranties of any kind, either express or implied; and
 - (ii) we do not warrant that the Service will be complete or free from all errors.
- (c) Subject to sub-clause 9.2(a), under no circumstances (including but not limited to any act or omission on our part or on the part of our employees or contractors) will we be liable (including liability for negligence) for any direct, indirect, special or consequential damages, including without limitation loss of profits, data or use, incurred by you or any third party, whether in an action in contract or tort, which result from our provision of the Service to you.
- (d) To the fullest extent permitted by law, our liability for breach of an implied warranty or condition, which cannot be excluded is limited at our option to the following:
 - (i) in the case of our provision of Service to you, our provision of the Service to you again or the cost of having a like Service provided to you again;
 - (ii) in the case of goods supplied or offered by us as part of our provision of the Service to you, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of

replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.

10. Indemnity

You release and indemnify us, our servants and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand), which may be instituted against us arising out of:

- (a) a breach of this Agreement by you your use of our ACXargyle web site or our Service;

- (b) the infringement by you, or by any person accessing our Service on your behalf or as your agent, of any intellectual property rights associated with the Content.

11. General Provisions

- 11.1** This Agreement will be governed by and construed according to the law of the State of Victoria.