

Terms and Conditions



A brighter future

Welcome to Optimise Energy Solutions (OES)

Optimise Energy is pleased to provide you with access to the network of websites and related services owned or operated by Optimise Energy Solutions Pty Ltd and its related bodies corporate (OES) including, but not limited to: www.Optimise-Energy.com.au and the associated applications & search engine wherever distributed on the internet (the "Optimise Energy Network") on these terms and conditions. By accessing or using the Optimise Energy Website you agree to be bound by these terms and conditions of use (and the other terms and conditions and policies referred to in these terms and conditions and any other notices on the OES Website) as amended from time to time.

1. About the OES Website

(a) OES publishes or makes available on the Optimise Energy Website information, advertisements, product and service offers, valuations, Software and links and other content supplied by OES and third parties (Material). OES does not warrant, represent, authorise or endorse the reliability, accuracy or completeness of any such Material published on the Optimise Energy Website or on any web site that links from the OES Website. (including third party display advertisements).

(b) OES does not provide any warranty in relation to any goods or services advertised for sale on the Optimise Energy Website by third parties including, but not limited to, any representation or warranty that the goods or services are of merchantable quality, fit for the purpose intended, safe for the purpose intended, as described by the seller or owned by the seller.

2. Business Specific and Commercial Use Only

(a) Use of the Optimise Energy Website and related applications is either for your Business and or for commercial use only. Except for the Material held in your computers cache or a single permanent copy of the Material for your personal use you must not without the prior written approval of OES:

- i. modify, copy, distribute, transmit, display, perform, reproduce, publish or license any Material;
- ii. use or attempt to use any Material published on the Optimise Energy Website to create any website or publication or searchable database;
- iii. mirror or frame any web site or page within the OES Website;
- iv. use any automated process of any sort to query, access, retrieve, scrape, data-mine or copy any Material on the Optimise Energy Website or generate or compile any document, index or database based on the Material published on the OES Website;
- v. transfer or sell any information, functionality or products or services offered on the OES Website; or
- vi. undertake any other action which is in violation of these terms and conditions (or other terms and conditions and policies referred to in these terms and conditions) or any applicable law.

(b) If OES considers, in its absolute discretion, that you or any party related to you (including any agent, representative, contractor or associate) has acted contrary to these Terms and Conditions or in a manner contrary to OES' interests, then OES may immediately terminate your right to access and use the Optimise Energy Website at any time and reserves its rights to take any action it deems necessary or desirable to prevent such repeated action and / or further access to the OES Website .



3. You are Responsible for the use of the OES Website

(a) Whilst OES takes care to ensure that the Material on the Optimise Energy Website is correct, current and free from errors, OES does not warrant the accuracy or completeness of or the representations made in the Material on the Optimise Energy Website or any web site that links from the Optimise Energy Website or any information received as a result of using the OES Website. You are responsible for assessing the accuracy of the Material and rely on it at your own risk.

(b) The services and Material made available on the Optimise Energy Website are provided as general information only. The services and Material are not professional, expert or other advice and are not a substitute for such advice; may not be appropriate, correct or sufficient for your circumstances; should not be relied on as the only reason you do or don't do anything; and may not be continually accessible or free from errors or viruses.

(c) You agree to indemnify OES against any liability, loss, claim or demand if OES (or any of its officers, representatives, employees or agents) suffers any loss or damage or incurs any cost in connection with a breach by you (or any of its officers, representatives, employees or agents) of these terms and conditions.

(d) You must keep your username and password to access the Optimise Energy Website secure and confidential and not provide those details to any third party under any circumstance. You represent and warrant to OES that you accept all liability for any unauthorised use of any username and password issued to you.

4. Goods and Services Provided By OES

If OES offers goods or services to you, including any item for sale on the OES Website, the services are subject to additional terms and conditions. To the extent of any inconsistency between these terms and conditions and the additional terms and conditions, the additional terms will prevail to the extent of the inconsistency.



5. Goods and Services Provided by Third Parties

(a) If goods and services are offered on or through the Optimise Energy Website by third parties (sellers):

- i. You are responsible for making all relevant searches, enquiries and investigations in relation to any products listed including, any register of security interests (including the Personal Property Securities Register or otherwise);
- ii. OES does not act as any person's agent or broker; arrange any contract between you and any person or; provide any warranty in relation to any person's goods or services;
- iii. OES will not be responsible for the terms of any transaction between you and any person; any goods or services purchased by you from any person or; resolving any dispute between you and any person.

(b) OES may augment information supplied by sellers. This information is supplied by third parties and in the case of Site Surveys is based on Location and Accuracy. Whilst OES requests its clients check this information, it may be possible for information to be inaccurate. OES strongly recommends that you check with the Surveyor that all information in relation to their goods and service is accurate.

6. OES Liability to You is Limited

(a) Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by OES are HEREBY EXCLUDED.

(b) To the full extent permitted by the law, OES will only be liable to you:

- i. pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and that cannot be excluded PROVIDED THAT, to the full extent permitted by law, any such liability of OES is limited, at OES' option, to (A) replacing or repairing the relevant goods,

(B) supplying goods equivalent to the relevant goods, (C) supplying the relevant services again or (D) paying the cost of such replacement, repairs or supply; if contracted to do so;

- ii. subject always to subclause 6(d), if Your claim arises from or in connection with any deliberate breach of these terms and conditions or fraud by OES.

(c) Subject to subclause 6(b), and except to the extent that liability cannot be excluded, OES, will not be liable to you: for claims arising out of or in connection with your access and use of the Optimise Energy Website and related services whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute;

(d) To the full extent permitted by law, OES will not be liable to you for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.

(e) For the purposes of this section, the term OES will mean OES, its officers, employees, approved contractors and agents, whether individually or collectively.

(f) These terms and conditions will survive the expiration or termination of this agreement.



7. Copyright, Trademarks and Licence

(a) Material on the Optimise Energy Website is © Optimise-energy.com.au and is protected by Australian and international copyright and intellectual property laws. All rights not expressly granted under these terms and conditions are reserved by OES. Unless otherwise indicated on the OES Website, the material & intellectual property on the Optimise Energy Website is owned by or licensed to OES and is subject to copyright (the "Copyright Material").

(b) You may:

- i. only copy or reproduce the Copyright Material for the purpose of browsing the Optimise Energy Website or making a copy for your own personal, private or research use, provided that such use constitutes fair use under the Copyright Act;
- ii. not alter or modify the Copyright Material in any way or remove any legal notice associated with it.

(c) Optimise Energy Solutions Pty Ltd and other names of OES product and/or services referenced herein are trademarks or registered trademarks of OES. Other product and company names mentioned on the Optimise Energy Website may be the trademarks of their respective owners. Nothing displayed on the Optimise Energy Website should be construed as granting you any intellectual property rights including the right to use any trademark, without OES' (or the relevant owner's, if applicable) express written consent.

(d) In consideration of OES allowing you to access and use the Optimise Energy Website you grant to OES a non-exclusive, payment free, perpetual, irrevocable licence to reproduce, modify, delete, adapt and publish any material you post, upload or otherwise transmit via Communications Services and to sub-licence the same for such purposes as OES determines from time to time (subject to the OES Privacy Policy). You warrant that: you have all necessary rights in the content that you contribute, the content is not defamatory, that it does not infringe any law and you indemnify OES, its officers, agents and contractors against any liability, loss, claim or demand arising out of or in respect of a breach of that warranty. You waive any moral rights you may have in relation to the material.

8. Membership to the OES Website

(a) If you choose to become a member of the OES Website, additional products and services may be made available to you.

(b) By becoming an OES member, you agree to receive electronic communications from OES about its products and services.

(c) If you choose to utilise membership products and services, you agree to abide by any additional terms and conditions of those specific products and / or services.



9. Communications Services

(a) OES may provide you with the ability to communicate with OES, the OES Website, Contractors, advertisers and users of the Optimise Energy Website through agreements, online forms, IVR, electronic requests and enquires, bulletin boards, blogs, competition entries, online forums, inbound phone number services and other forms of electronic messaging (Communications Services).

(b) You acknowledge that Communications Services may be public and not private communications. Further, you acknowledge that Communication Services may be collected, stored and scanned by OES. You should not however, consider Communication Services to have been reviewed, screened, or approved by OES

(c) Use of the Communications Services is provided on condition that You do not do any of the following:

- i. transmit any information or material which is knowingly incorrect, misleading or deceptive;
- ii. transmit any racist, sexist, defamatory, infringing, obscene, abusive, indecent or unlawful information or any material otherwise deemed by OES to be threatening, hurtful or otherwise inappropriate;
- iii. transmit spam, chain letters, contests, junk mail, surveys or other mass messaging;
- iv. use the Communications Services for any unlawful purpose;
- v. post or upload files that contain software or other material or information in breach of any person's intellectual property or privacy rights.
- vi. upload files that contain viruses, corrupted files, worms, defects or any other similar software or programs that may damage the operation of another's computer or damage any of OES Website 's infrastructure;
- vii. delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- viii. advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters other than as approved by OES.
- ix. download any file posted by another user of the Communications Services that you know, or reasonably should know, is unlawful or contrary to these terms and conditions.
- x. excessively use the Communications Services in a manner which may hinder or prevent OES from providing services to any other persons or which may threaten the integrity or use by any person of the OES Website;
- xi. authorise, aid, abet encourage or incite any person to do any of the above acts.

(d) OES may, but has no obligation to, review the use of the Communications Services by you and in its absolute discretion may delete, edit, refuse to post or remove in whole or part any information or material uploaded or posted using the Communications Services. OES may also suspend or terminate the membership of any member determined by OES to be in breach of this provision.



10. Software Services

(a) Any software, including HTML code and ActiveX controls, that is made available to download from the Optimise Energy Website, iTunes App Store or Android Apps ("Software") is owned by OES and/or its suppliers.

(b) Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You must agree to the terms of the License Agreement before using the Software.

(c) If there is no License Agreement, OES grants you, your related business a single, non-transferable license to use the Software for viewing and otherwise using the Optimise Energy Website in accordance with these terms and conditions, and for no other purpose. You must not:

- i. copy, reproduce, translate, adapt, vary or modify in whole or in part or the Software;
- ii. reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile, in whole or in part, the Software;
- iii. introduce or use any device, software or routine that interferes or attempts to interfere with the operation of the Software; or
- iv. sub-license, rent, lease, lend or grant to any person any rights to use the Software other than as set out in this paragraph.

11. OES and Your Privacy

By using the OES Website, you agree to the OES Privacy Policy which sets out how OES collects, uses and discloses your personal information.

12. Specific Terms

(a) You or your related Business agrees to these OES Terms and Conditions.

If you choose to interact using the Optimise Energy Website and related applications, you by default agree to these OES Terms and Conditions.

(b) Optimise Energy Website Privacy Protect To view Optimise Energy Website Privacy Protect Terms and Conditions.

(c) Email a friend Where OES allows you to email a friend: you warrant that the person to whom the email is addressed has consented to the email being sent; and indemnify OES, its officers, representatives, employees, contractors, servants and agents against all actions, claims and demands (including the cost of defending or settling any actions, claims and demands) arising out of or in respect of sending any email or any contravention of the SPAM Act 2003.

(d) OES uses Direct Debit Agreements by certain authorised DDR Registered Organisations as its service provider for payment services (acting as a payment facilitator and/or escrow agent for transactions between Optimise Energy Website Clients & partners). By using these services, you agree to be bound by the End User Terms per those Direct Debit agreements.



13. What Law Governs these Terms and Conditions

This Agreement is governed by and construed in accordance with the laws of the State of NSW Australia and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

14. OES May Change These Terms and Conditions

(a) OES may at any time and, in its absolute discretion modify or amend the terms and conditions upon which goods or services are supplied by you including such modifications or amendments in these terms of use and publishing them on the OES Website. Such modifications will be binding on you once displayed on this web site. You should regularly check the terms and conditions displayed on this web site.

(b) OES may cease to provide you with access to the Optimise Energy Website or any of its services without notice.

(c) All rights not expressly granted are reserved.

15. Contact OES

If you have a problem, complaint, want to change your personal information or just wish to enquire about privacy please contact us.

Location & Postal Address:

Postal Address: Level 7, 161 Walker Street, North Sydney. NSW 2060

Phone: +61 (2) 9137 1009 (Business Hours EST)

Contact: Company Secretary

Email: info@optimise-energy.com.au

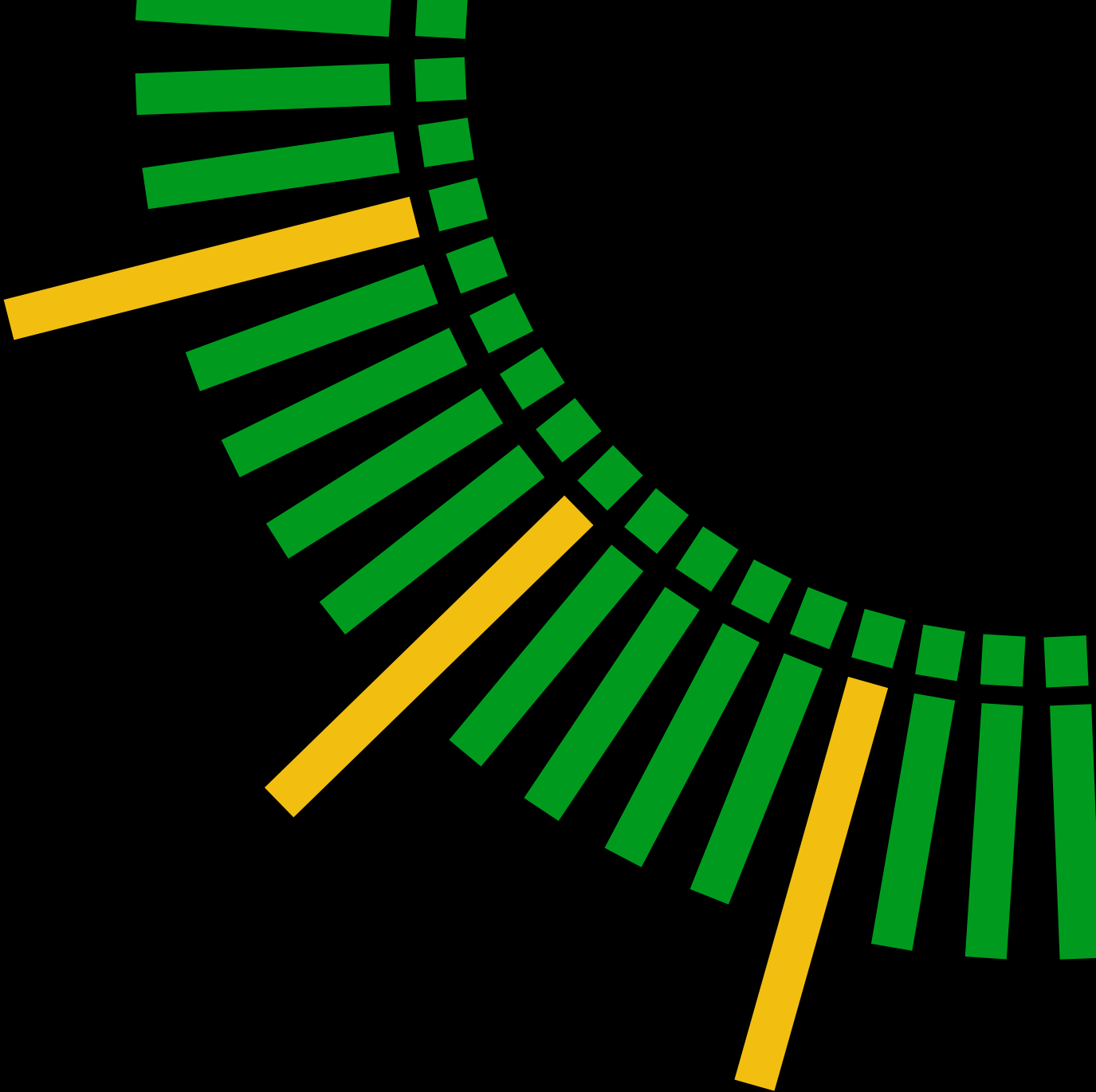
OES treats complaints relating to privacy extremely seriously. If you submit a concern or complaint, we will endeavour to deal with it comprehensively and reach an outcome with which all parties are satisfied. If you are not satisfied with our response to your complaint (after providing us with a reasonable time to respond) or would like further information about privacy in Australia, then we

suggest you contact the Office of the Australian Information Commissioner's website.

Does this policy change? This policy may change over time. All changes will be published on this website.

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OPTIMISE ENERGY SOLUTIONS

A: Level 7, 161 Walker Street, North Sydney NSW 2060

P: +612 9137 1009 W: optimise-energy.com.au

ABN 43 167 321 664