

# OpenSolar Pty Ltd User Terms & Conditions and Privacy Policy

## User Terms and Conditions

This Agreement was last modified on 21st May 2019.

These User Terms and Conditions describes the terms and conditions which you accept by using the OpenSolar Site or the OpenSolar Services. We have incorporated by reference some linked information. The capitalised words in these User Terms and Conditions have the meanings set out in Schedule 1 of these User Terms and Conditions.

### 1. Scope

Before using the OpenSolar Site and the OpenSolar Services, you must read and accept all of the terms in, and linked to, these User Terms and Conditions and all OpenSolar Site policies, as amended from time to time. By accepting these User Terms and Conditions as you access our OpenSolar Site, you agree that these User Terms and Conditions will apply whenever you use the OpenSolar Site, or when you use the tools we make available to interact with the OpenSolar Site. Some OpenSolar Sites and OpenSolar Services may have additional or other terms that we provide to you when you use those services. If you do not want to agree to these User Terms and Conditions, you must not access or use our OpenSolar Site.

### 2. Overview

The OpenSolar Site is an online venue where Users can share information, products and services primarily related to distributed energy.

By accessing the OpenSolar Site, you agree to the terms set out in the Agreement. We may amend these User Terms and Conditions and any linked information from time to time by posting amended terms on the OpenSolar Site. We will use reasonable endeavours to notify you if there amendments that may have a material adverse effect on your use of the OpenSolar Site or the OpenSolar Services, however for completeness we encourage you to

check our website periodically to ensure you are aware of our current User Terms and Conditions. Any changes to the dispute resolution provisions set out in clause 28 (**Law and Forum for Legal Disputes**) will not apply to any disputes for which the parties have actual notice of on or before the date the change is posted on the OpenSolar Site. Your continued use of the OpenSolar Site following the posting of revised User Terms and Conditions means that you accept and agree to the changes.

We are not a party to any contractual agreements between Users of the OpenSolar Site, we merely facilitate connections, and the provision of goods, services and solutions between Users.

We may, from time to time, and without notice, change or add to the OpenSolar Services or the OpenSolar Site or the information, products or services described in it. We may seek feedback, comments and suggestions from Users and third parties in relation to the OpenSolar Site and the OpenSolar Services and we may modify or change certain features of the OpenSolar Site and the OpenSolar Services based on that feedback. Our goal is to improve the OpenSolar Site and the OpenSolar Services through User feedback and comments, however, we do not undertake to keep the OpenSolar Site updated. We are not liable to you or anyone else if any error occurs in the information on the OpenSolar Site or if that information is not current.

### 3. Eligibility

You will not use the OpenSolar Site if you:

1. are not able to form legally binding contracts (for example, if you are under the age of consent under the laws of Australia or in your jurisdiction);
2. a person barred from receiving and rendering services under the laws of Australia or other applicable jurisdiction; or
3. are suspended from using the OpenSolar Site.

Users must have an Account. All User Accounts are associated with individuals. First time users will be required to create their login credentials. A User must not share their login credentials and any relevant passwords with any other person (including any other User). The individual associated with the Account will be held responsible for all actions taken by the Account, without limitation.

All Users may be subject to the user verification procedures.

Users may be affiliated to or connected with a business or company on the OpenSolar Site, and may provide business or company details which are associated with the User's Account. This business or company will be treated as an Associated Business associated with that User for the purposes of managing customer information. Users acknowledge and agree that where a business or company details are associated with their Account as an Associated Business, this Agreement is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

Where a User enters customer information and any data connected with that customer onto the OpenSolar Site, and that User is engaged as an employee or contractor with an Associated Business, that User will need to comply with its existing contractual obligations between it and its employer or client which is the Associated Business (including any obligations with respect to maintaining the confidentiality of customer lists and customer details).

We may, at our absolute discretion, refuse to register or cancel the registration of any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.

We may designate certain User Accounts as 'administrator' accounts for a business account where Users provide business or a company details. The 'administrator' accounts are set up to assist with administration only, and we do not accept any responsibility or liability for verifying that 'administrator' accounts are granted to Users with the legal right to make decisions on behalf of a business or company. We may ask for additional information where a User requests an 'administrator' account. Only an 'administrator' account may release or disclose any customer details or information to another User.

You agree that all information you provide to register with this OpenSolar Site or otherwise, including, but not limited to, through the use of any interactive features on the OpenSolar Site, is governed by our Privacy Policy (<http://www.opensolar.com.au/content/legal/>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## 4. Using OpenSolar

As a User, you may communicate with and share information with other Users of the OpenSolar Site. You control how you share your information and communicate with other Users, and we will not be responsible for the content of any such communications or transmissions.

While using the OpenSolar Site, you will not attempt to or otherwise do any of the following:

1. post content or items in inappropriate categories or areas on our OpenSolar Sites and services;
2. infringe any laws, third party rights or our policies,
3. fail to deliver payment for services delivered to you;
4. fail to deliver User Services purchased from you;
5. undertake or facilitate or assist any other person to undertake any Robotic Process Automation with respect to any of the information set out on the OpenSolar Site (including any User Content);
6. circumvent or manipulate our fee structure, the billing process, or fees owed to OpenSolar;
7. post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
8. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the OpenSolar Site);
9. transfer your OpenSolar Account (including feedback) and any login credentials to another party without our consent;
10. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
11. distribute viruses or any other technologies that may harm OpenSolar, the OpenSolar Site, or the interests or property of OpenSolar Users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
12. download and aggregate content from our website without our express written permission, “frame”, “mirror” or otherwise incorporate any part of the OpenSolar Site into any other without our prior written authorisation;
13. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the OpenSolar Site;

14. copy, modify or distribute rights or content from the OpenSolar Site or OpenSolar's copyrights and trademarks; or
14. harvest or otherwise collect information about Users, including email addresses, without their consent.

You acknowledge and agree that the OpenSolar Site is only an online venue where Users can share information, products and services. Where Users use the OpenSolar Site's tools to assist in any of the design, review, acceptance and use of any and all User Services, Users must rely on their own skill, knowledge and qualifications to design, review, accept or use any of these User Services as required in accordance with the User Contract (or any other agreement between those persons buying the products or services and those persons selling the products or services), as well as all laws and regulations in the jurisdiction in which the User is providing or performing the User Services.

You acknowledge and agree that any tools, calculators, design platforms, results and output produced by the OpenSolar Site are estimates only, and that we do not guarantee that these estimates will match actual measurements taken at a given site. Visualisations of systems and components on the OpenSolar Site are indicative only. We do not guarantee the accuracy or suitability of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites.

We make no representation, promise, guarantee, condition, warranty or other term about any financial forecasts, cost savings or energy consumption savings of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Site.

You agree and acknowledge that the OpenSolar Site and the OpenSolar Services are provided on an "as is" and "as available" basis at any given time without any warranties or conditions of any kind, whether express, implied, statutory or otherwise, and may be substantially modified, withdrawn limited or restricted at any time. Although we may use commercially reasonable efforts to do so, we are under no obligation to provide technical support with regards to the OpenSolar Site or the OpenSolar Services, and we provide no assurance that any specific errors or performance issues in the OpenSolar Site or the OpenSolar Services will be corrected. We provide no assurance, condition, warranty or other term in relation to the availability or ability to store any data or information (including User Content) which you may upload to the OpenSolar Site, or to the amount of data that you may store on any User Account on the OpenSolar Site. You acknowledge that the services which we offer as part of the OpenSolar Services may change from time to time and

agree that we will not be liable to you for any damage, loss or liability arising from such a change in the OpenSolar Services. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the OpenSolar Site or the OpenSolar Services.

A User may not be directly or indirectly engaged or be concerned or interested in any business which could reasonably be regarded as a market competitor of OpenSolar. This applies to a User acting:

- (a) either alone or in partnership or association with another person;
- (b) as a principal, agent, representative, director, officer or employee;
- (c) as a member, shareholder or holder of any other security;
- (d) as a trustee of or as a consultant or adviser to any person; or
- (e) in any other capacity.

Each User acknowledges and agrees that OpenSolar has considerable and recognised goodwill in the conduct of its business and developing the OpenSolar Site, and the restraints imposed in this clause is fair and reasonable and no more than is reasonably necessary to protect this goodwill.

OpenSolar may at any time suspend or cancel a User's account if it suspects that a User might be in breach of this clause.

## 5. Additional Services and Fees

You may from time to time during the term of these User Terms and Conditions elect to acquire Additional Services from us. We may charge fees for these Additional Services which we offer to you and you elect to acquire.

For any Additional Services, a Service Agreement will set out:

1. the services and deliverables (including any specifications for the services and deliverables) to be supplied by us to you;
2. the start date for the Service Agreement and any applicable term during which the services will be provided;
3. the fees payable for any services and the payment terms for those fees (set out in the respective Fee Schedule); and

4. any additional terms or conditions applicable to the services and deliverables.

You will have an opportunity to review and accept the Service Agreement and the Fees Schedule, and by agreeing to the Service Agreement and the Fees Schedule, you agree to pay the fees set out in those documents. When you click 'agree' or otherwise accept a Service Agreement and a Fees Schedule it will be incorporated into and governed by the terms of these User Terms and Conditions.

Each Service Agreement will commence at the time that you click 'agree' or otherwise accept a Service Agreement and will continue for the term set out in that Service Agreement. To avoid doubt, a Service Agreement cannot exceed the term of these User Terms and Conditions.

You may terminate the Additional Services as set out in the terms of the respective Service Agreement, and you will be liable for Fees due and owing, as set out in the respective Service Agreement.

## 6. Taxes

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the User Services provided. OpenSolar does not bear any responsibility for the correct calculation, presentation or payment, of any taxes related to User Services or any other transactions for goods or services undertaken between Users. We may be required, under the laws of the jurisdiction of the services provided, to retain certain amounts in relation to taxes payable under the laws of that jurisdiction.

Certain Users who are either registered or required to be registered for GST may be required to charge GST to Australian consumers on certain User Services. You acknowledge that you must comply with your taxation obligations in your jurisdiction.

## 7. Promotion

If as a User are using the site for commercial purposes and you upload Company Description Information about your company, for example business name, logo, images or other generally available media to the OpenSolar Site, we may display this to other Users on the OpenSolar Site and in other

marketing materials, in relation to the provision of the OpenSolar Services and the OpenSolar Site. When you upload Company Description Information to the OpenSolar Site, that data or information may be visible to other Users and to members of the public.



## 8. Content and Information

If you as a User upload or create content (including any contact details, engineering designs, processes, techniques, customer proposals, including where these are created or displayed on the OpenSolar Site) or any data, information, documentation, energy data, pricing data, material, designs, drawings, reports, notes, calculations, specifications, photographs, audio-visual materials, recordings, manuals, tools and anything else in a material form (which, for the avoidance of doubt includes information stored in an electronic form) on the OpenSolar Site (User Content) you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the User Content, in any media known now or in the future, for the purpose of providing the OpenSolar Services and the OpenSolar Site.

With regard to the sharing of information:

1. if User Content contains personal information, that personal information will be governed by applicable privacy laws and is governed by our Privacy Policy (<http://www.opensolar.com.au/content/legal/>); and
2. if User Content contains business-sensitive competitive information, which includes pricing information, data on a User's use of products (or their customer's use of products), customer data, business process information (such as the 'Tag' and 'Action' information created by Users) and case study data:
  - a. We will take all reasonable steps to protect any information we regard as confidential or 'market sensitive', acting reasonably at all times;
  - b. This business-sensitive competitive information will always be anonymized if we share it with a third party or other Users on the OpenSolar Site, unless it is in the normal course of business between Users to share such data in using the OpenSolar Services (for example where a User purchases products or services from another User and OpenSolar shares that sales information with the User who is selling the services); and
  - c. In an anonymized form we may share this kind of information with third parties and other Users for the purpose of offering Users information, services, offers or analytical data which Users may find useful, or to inform third parties about the markets we serve.

Please refer to our Privacy Policy (<http://www.opensolar.com.au/content/legal/>) for further information. You may

decide you want to share this information with other Users or third parties on a case by case basis (such as sharing case study data on your business profile page or sending a customer a sales proposal).

If you as a User are a member or employee or otherwise affiliated to an Associated Business and use the OpenSolar Site and Services to enter customer information, we will not contact those customers without the express permission of a User from the Associated Business, other than in the normal course of providing OpenSolar Services (for example when our Site facilitates the emailing of proposals designed by the User to their customers). Customer information entered by a User will be assigned to the Associated Business selected by that User and that customer information will not be shared with any other competitive Associated Business, without the express permission from a User from the relevant Associated Business.

We may use the information we collect about you, or any of your customers or clients, (including any User Content and personal information) as is reasonably necessary to operate the OpenSolar Site and provide the OpenSolar Services, including for the purpose of performing analysis, tailoring information, developing and offering services that we may offer to you from time to time, providing updates, providing newsletters or feedback to Users.

You acknowledge and agree that:

1. we act only as a forum for the online distribution and publication of User Content. We make no warranty that User Content is made available on the OpenSolar Site. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User Content;
2. we have no responsibility or liability for the deletion or failure to store any User Content, whether or not the content was actually made available on the OpenSolar Site; and
3. any and all User Content submitted to the OpenSolar Site is subject to our approval. We may reject, approve or modify your User Content at our sole discretion.

You represent and warrant that your User Content:

1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
2. will not violate any applicable federal, provincial, local, or international law or regulation;

3. will not be defamatory or trade libellous;
4. will not be obscene;
5. will not include incomplete, false or inaccurate information about User or any other individual; and
6. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

In the event that:

1. this Agreement is terminated or comes to an end;
2. you close your Account; or
3. we close your Account;

we may continue to use the information we have previously collected or obtained (including any User Content) from the start of this Agreement until the end of this Agreement or the closure of your Account in accordance with these User Terms and Conditions. We may need to retain some of your personal information and, if applicable, your customer's personal information, to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

## 9. Data Processing

If you, as a User, provide us with access to or upload any User Content to the OpenSolar Site which belongs to a third-party, customer or client (for example, where you input their data or information in order to assist you to design a process or product for them using the OpenSolar Site), you represent and warrant that:

- (a) you have obtained consent from your third-party, customer or client to upload that User Content to the OpenSolar Site;
- (b) you have explained to them how that User Content may be used pursuant to this agreement; and
- (c) you are authorised by your third-party, customer or client to use, process or disclose that User Content in accordance with the Data Protection Legislation.

You acknowledge and agree that we may transfer your personal information to a related body corporate and your information may be transferred outside of Australia (please refer to the OpenSolar Privacy Policy [\[link\]](#) for further information). If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide you with access to the OpenSolar Site and OpenSolar Services and may close your Account.

Information on the OpenSolar Site may contain general information about legal, financial and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the OpenSolar Site as an alternative to professional advice. If you have specific questions about any matter you should consult a professional adviser.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third party content). We only act as a portal and have no liability based on, or related to, third party content on the OpenSolar Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The OpenSolar Site may contain links to other third party websites. We do not control the websites to which we link from the OpenSolar Site. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the OpenSolar Site. Use of third party content, links to third party content and/or websites is at your risk.

In relation to deletion or hiding of any information or content, using the OpenSolar Site to delete, hide or otherwise dispose of information does not imply permanent deletion of content or information. Information may be retained for a period of time to fulfil commercial, record keeping, regulatory, compliance, statistical, law enforcement and other obligations.

## 10. Feedback and Reviews

You acknowledge and agree that some Users may be subject to feedback, reviews and ratings given by other Users, and that that feedback, reviews and ratings may be displayed and be visible by other Users on the OpenSolar Site.

You acknowledge that you transfer copyright of any feedback or reviews you leave consisting of comments and any rating(s) (e.g. quality, communication etc.) together with any composite rating by us. You acknowledge that such feedback and reviews belong solely to us, notwithstanding that we permit you

to use it on the OpenSolar Site while you remain a User. You must not use, or deal with, such feedback and reviews in any way inconsistent with our policies as posted on the OpenSolar Site from time to time without our prior written permission.

You may not do (or omit to do) anything that may undermine the integrity of the OpenSolar feedback system. We are entitled to suspend or terminate your Account or remove any User feedback or reviews at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating or where we believe our feedback system may be subverted.

Our feedback ratings belong to us and may not be used for any purpose other than facilitating the provision of User Services via the OpenSolar Site. You may not use your User feedback (including, but not limited to, marketing or exporting your any or all of your composite rating(s) or feedback comments) in any real or virtual venue other than a website operated by OpenSolar or its related entities, without our written permission.

## 11. Advertising

Unless otherwise agreed with us, you must not advertise an external website, product or service on the OpenSolar Site.

We may display advertisements or promotions on the OpenSolar Site. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by you as a result of the presence of such advertisements or promotions or any subsequent dealings with

third parties. Furthermore, you acknowledge and agree that content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by OpenSolar or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement or promotions.

1. Not used
2. Communication With Other Users To the extent reasonably possible, communication with other Users in relation to services and transactions facilitated through the OpenSolar Site should be conducted through the OpenSolar Site.

We may read all correspondence posted to the OpenSolar Site and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the

OpenSolar Site for the purpose of investigating fraud, regulatory compliance, risk management and other related purposes.

## 14. User Services

Upon a User accepting any User Services offered by another User on the OpenSolar Site, or any purchase of goods or services by one User from another User, those Users will be deemed to have entered into a User Contract under which one User agrees to purchase, and another User agrees to deliver the User Services (as relevant). We are not a party to the User Contract. You agree not to enter into any contractual provisions in conflict with the User Terms and Conditions.

You are solely responsible for ensuring that you comply with your obligations to other Users (including, but not limited to, any confidentiality obligations). If you do not, you may become liable to that User. You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as a User, or in any other uses you make of the OpenSolar Site.

Each User acknowledges and agrees that it will obtain and maintain at its own expense all licenses, consents, permits or certificates required for the performance of the respective User Services, including any such licenses, consents, permits or certificates required by the laws of the jurisdiction in which the User is providing or performing the User Services. We may require Users to provide documentary evidence of such current valid licenses, consents, permits or certificates, however we do not review, approve, recommend or verify any of the credentials, licences or statements of capability of any User.

If another User breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, we have no responsibility for enforcing any rights under a User Contract.

Depending on their jurisdiction, Users may have rights under statutory warranties that cannot lawfully be excluded. Nothing in these User Terms and Conditions is intended to override a right that by applicable law may not be excluded. Nothing in these User Terms and Conditions is intended to violate any laws relating to unfair contracts. To the extent that any component of these User Terms and Conditions is in conflict with inalienable rights under

local laws, all parties intend for this agreement to be read down only insofar as to be in compliance with such local laws and no further.

Nothing in these User Terms and Conditions creates a partnership, joint venture, agency or employment relationship between OpenSolar and any User. Nothing in these User Terms and Conditions shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between OpenSolar and any User.

## 15. Closing Accounts, suspension and limits

We may close, suspend or limit your access to your Account at any time without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

1. if we determine that you have breached, or are acting in breach of, these User Terms and Conditions;
2. if we determine that you have infringed legal rights or applicable laws (resulting in actual or potential claims), including infringing Intellectual Property Rights;
3. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
4. you do not respond to any account verification requests;
5. your Account is inactive or has not been logged into for a period of time;
6. to manage any risk of loss to us, a User, or any other person; or
7. for other reasons.



If we close your Account due to your breach of these User Terms and Conditions, you may also become liable for certain fees as described in these User Terms and Conditions.

Without limiting our other remedies, to the extent you have breached these User Terms and Conditions, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You acknowledge and agree that:

1. the damages that we will sustain as a result of your breach of these User Terms and Conditions will be substantial and will potentially include (without limitation) fines and other related expenses imposed on us by our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain; and
2. if you breach these User Terms and Conditions, we may take legal action against you to recover losses.

In the event that we close, limit or suspend your Account, you will have no claim whatsoever against us in respect of any such suspension, termination or closure of your Account.

You may close your Account at any time.

## 16. Other Disputes With Users

You acknowledge and agree that in the event that a dispute arises between you and another User in relation to any User Services, that you will first attempt to resolve any differences that you have in relation to such User Services, including in relation to the quality of the services provided.

In relation to disputes with any other Users of the OpenSolar Site, you agree to release and indemnify OpenSolar, its officers, employees, agents and successors from any and all claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or the OpenSolar Services.

## 17. Disputes With Us

If a dispute arises between you and OpenSolar, our goal is to address your concerns immediately and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution by emailing us at [info@opensolar.com](mailto:info@opensolar.com). You agree that if you have a concern, issue or complaint with the OpenSolar Site or the OpenSolar Services, you will advise us of such concern, issue or complaint and provide us with a reasonable opportunity to reply (which in any event will be no less than 5 business days) and that you will not publish any material in any public forum or advise any third party of such an issue, concern or complaint prior to following this process.

If a dispute arises in connection with this Agreement, a party to the dispute must give to the other party or parties to the dispute notice specifying the dispute and requiring its resolution under this clause 17 (**Notice of Dispute**). The parties must use reasonable endeavours to negotiate with a view to resolving the dispute within two (2) weeks of the date of the Notice of Dispute. If the dispute is not able to be resolved following this process of dispute resolution, either party may take such further legal action or commence proceedings in relation to the dispute or claim as they determine is appropriate.

All claims you bring against OpenSolar must be resolved in accordance with the terms of this Agreement. All claims filed or brought contrary to this Agreement shall be considered

improperly filed and a breach of this Agreement. Should you file a claim contrary to the terms of this Agreement, OpenSolar may recover its legal fees and costs (including the cost of the use of in-house lawyers and paralegals), provided that OpenSolar has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

You agree that you will not pursue any claims arising under these User Terms and Conditions on a class or other representative basis and will not seek to coordinate or consolidate any arbitration or action hereunder with any other proceeding.

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, OpenSolar will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

## 18. Severability and waiver

This agreement supersedes any other agreement between you and the Company. If any part of this document is found to be unenforceable, that part will be limited to the minimum extent necessary so that this document will otherwise remain in full force and effect. Our failure to enforce any part of this document is not a waiver of any of our rights to later enforce that or any other part of this document.

Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation. We may assign, novate or transfer any of our rights and obligations under this document from time to time. In the event of any assignment, novation or transfer you will remain bound by this Agreement.

## 19. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the OpenSolar Site via any means, for any purpose without our express written permission. Additionally, you agree that you will not:

1. take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
2. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the OpenSolar Site or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
3. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the websites without the prior express written permission of OpenSolar and the appropriate third party, as applicable;
4. interfere or attempt to interfere with the proper working of the OpenSolar Sites, services or tools, or any activities conducted on or with the OpenSolar Sites, services or tools; or
5. bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the OpenSolar Site.

## 20. Termination

We will use commercially reasonable efforts to notify you if at any time we need shut down or suspend the OpenSolar Sites or the OpenSolar Services for any reason. We are under no obligation to continue to operate or provide access to the OpenSolar Sites or the OpenSolar Services.

We may terminate these User Terms and Conditions and any Service Agreement with you at any time by giving you two days' notice in writing, unless otherwise set out in a Service Agreement.

Without prejudice to any other rights at general law or contained in this Agreement, we may immediately terminate this Agreement by notice in writing to you upon the occurrence of one or more of the following events:

1. you commit a breach of the terms of these User Terms and Conditions or any Service Agreement;
2. you cease or threaten to cease to carry on business;
3. you fail to meet your debts as they fall due;
4. an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to you;

5. a receiver, a receiver and manager, official manager, trustee, administrator or similar officer is appointed over your assets or undertakings; or
6. you enter into or resolve to enter any arrangement, composition or compromise with, or assignment for the benefit of your creditors or any class of them other than for the purpose of amalgamation or reconstruction.

## 21. Indemnity

You will defend, indemnify, and hold us (and our officers, directors, agents, subsidiaries, joint venturers and employees) harmless from and against:

1. any claim or demand, including legal fees and costs, made against us by any third party; and
2. all liabilities, damages, costs, losses and expenses suffered or incurred by OpenSolar,

due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the OpenSolar Site and OpenSolar Services.

In addition, we can apply any funds in your Account or amounts due and owing to you against any liabilities you owe to us or loss suffered by us as a result of your non-performance or breach of these User Terms and Conditions.

Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by you. Accordingly, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## 22. Security

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the OpenSolar Site, your Account, the OpenSolar Services or any User information and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). Your User Account is yours

only, and you must not share your password with others. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

## 23. No Warranty as to Each User's Purported Identity

We cannot and do not confirm each User's purported identity on the OpenSolar Site. We may provide information about a User, such as a strength or risk score, geographical location, or

third party background check or verification of identity or credentials. However, such information is based in part on data that a User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

## 24. No Warranties

The OpenSolar Site is a dynamic site. As such, information on the OpenSolar Site will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabelled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.

We provide applications and certain functionality on our OpenSolar Site to assist Users.

Our Services, the OpenSolar Site and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without conditions, warranties, representations or other terms of any kind either express or implied. Without limiting the foregoing, we make no representation, condition, or warranty about:

1. the OpenSolar Site or any User Services or OpenSolar Services;
2. the accuracy, reliability, availability, veracity, timeliness or content of the OpenSolar Site or any User Services or OpenSolar Services;
3. whether the OpenSolar Site or User Services or OpenSolar Services will be up-to-date, uninterrupted, secure, error-free or non-misleading;
4. the quality or fitness for purpose of the User Services or any goods supplied by one User to another User, or whether any User Services will be rendered with due care and skill;
5. whether defects in the OpenSolar Site will be corrected;
6. whether the OpenSolar Site, the User Services or the OpenSolar Services or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the OpenSolar Site, User Services or OpenSolar Services;
7. any third party agreements or any guarantee of business gained by you through the OpenSolar Site, User Services or OpenSolar Services or us; or
8. the OpenSolar Site, User Services or OpenSolar Services or infrastructure on which they are based, being error or malicious code

free, secure, confidential or performing at any particular standard or having any particular function.

To every extent permitted by law, we specifically disclaim any implied conditions, warranties, representations, or other terms as to title, merchantability, fitness for a particular purpose, hidden defects, quality, suitability and non-infringement.

IF YOU ARE BASED IN THE U.S. OR CANADA, THE FOLLOWING SHALL APPLY TO YOUR USE OF THE OPENSOLAR SITE, ANY USER SERVICES, OR OPENSOLAR SERVICES:

TO THE FULLEST EXTENT PROVIDED BY U.S. OR CANADIAN LAW (AS APPLICABLE), WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE OPENSOLAR SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE OPENSOLAR SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE OPENSOLAR SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE OPENSOLAR SITE IS AT YOUR OWN RISK. THE OPENSOLAR SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE OPENSOLAR SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE OPENSOLAR SITE. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE OPENSOLAR SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE OPENSOLAR SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR OPENSOLAR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE OPENSOLAR SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE OPENSOLAR SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.



TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 25. Limitation of Liability

In no event shall we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), breach of statutory duty, or any other form of liability, for:

1. any indirect, special, incidental or consequential loss or damage that may be incurred by you;
2. any loss of income, business or profits (whether direct or indirect) that may be incurred by you;
3. any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the OpenSolar Site.

The limitations on our liability to you above shall apply, even if foreseeable and whether or not we, our related entities, our affiliates or staff have been advised of the possibility of such loss or damage arising.

Notwithstanding the above provisions, nothing in these User Terms and Conditions is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including, without limitation, those within the Competition and Consumer Act 2010 (Cth) and relevant state fair trading legislation, as well as, if you are in the EU, liability for death or personal injury caused by our negligence or the negligence of our and our affiliates' employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

To the extent that we are able to limit the remedies available under these User Terms and Conditions, we expressly limit our liability for breach of a non-excludable condition, warranty, representation or other term implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion) to the supply of the OpenSolar services again or the payment of the cost of having the OpenSolar services supplied again.

IF YOU ARE BASED IN THE U.S., THE FOLLOWING SHALL APPLY TO YOUR USE OF THE OPENSOLAR SITE OR OPENSOLAR SERVICES:

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE OPENSOLAR SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE OPENSOLAR SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IF YOU ARE BASED IN CANADA, THE FOLLOWING SHALL APPLY TO YOUR USE OF THE OPENSOLAR SITE OR OPENSOLAR SERVICES:

UNDER NO CIRCUMSTANCE WILL WE, OUR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE OPENSOLAR SITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 26. Legal Limitations

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation. We may plead these User Terms and Conditions in bar to any claim, action, proceeding or suit brought by you, against us for any matter arising out of any transaction or otherwise in respect of these User Terms and Conditions.

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Users.

## 27. Notices

Legal notices can be served to the email address, phone number, address or other contact details you provide to OpenSolar during the registration process. Notice will be deemed given immediately after we send an email or SMS/MMS to you, unless we are notified that the email address or phone number is invalid or that the email/SMS/MMS has not been delivered. Alternatively, we may give you legal notice by mail to any address provided by you during the registration process. In such case, notice will be deemed given two days after the date of mailing.

Any notices to OpenSolar must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail).

## 28. Law and Forum for Legal Disputes

This Agreement will be governed in all respects by the laws of New South Wales, Australia. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and OpenSolar irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## 29. Interpretation

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

This Agreement is made up of these User Terms and Conditions and the Service Agreement(s) (including each respective Fee Schedule applicable to that Service Agreement). The Service Agreement overrides the provisions of these User Terms and Conditions in the event of any inconsistency.

## 30. Additional Terms

It is important to read and understand all our policies as they provide the rules for using the OpenSolar Site. In addition there may be specific policies or rules that apply, and it is your responsibility to check our pages and policies to make sure you comply. Our policies, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to specific services offered on our OpenSolar Sites.

The policies that apply to the OpenSolar Site may be changed from time to time. Changes take effect when we post them on the OpenSolar Site. When using particular services on the OpenSolar Site, you are subject to any posted policies or rules applicable to services you use through the OpenSolar Site, which may be posted from time to time. All such policies or rules are incorporated into these User Terms and Conditions.

## 31. General

This Agreement contains the entire understanding and agreement between you and OpenSolar. The following Sections survive any termination of this Agreement: clause 4 Using OpenSolar, clause 5 Additional Services and Fees (with respect to fees owed for our services), clause 8 Content, clause 9 Data Processing, clause 10 Feedback and Reviews, clause 12 Ownership and Use of Information, clause 16 Other Disputes with Users, clause 17 Disputes With Us, clause 18 Severability and Waiver, clause 21 Indemnity, clause 24 No

Warranties, clause 25 Limitation of Liability, clause 26 Legal Limitations, clause 28 Law and Forum for Legal Disputes, clause 29 Interpretation and this clause 31 General.

## Schedule 1

In these User Terms and Conditions: **Account** means the user account used to access the OpenSolar Site.

**Additional Services** means any services provided by us to you set out in Item 3 of Schedule 2 of the relevant Service Agreement.

Agreement means:

(a) these User Terms and Conditions; and

(b) any Service Agreement and any Fee Schedule which you accept;

and all the terms of those documents, including any schedule or annexure to them.

**Associated Business** means a business or company that a User shares a 'connection' with or is affiliated to through the OpenSolar Site, for example where that User is an employee of or provides services to as a contractor of that business or company.

**Canada Data Protection Law** means the "Personal Information Protection and Electronic Documents Act", S.C. 2000, c. 5, the "Personal Information Protection Act", R.S.A. 2003, c. P-6.5, the "Personal Information Protection Act", R.S.B.C. 2003, c. 63 and an Act respecting the protection of personal information in the private sector, CQLR, c. P-39.1

**Company Description Information** means information which is generally publicly available about a company, such as company name, logo, business images and contact details.

**Data Protection Legislation** means all relevant and applicable data protection laws and regulations, including, where applicable and without limitation, the Privacy Act 1988 (Cth), EU Data Protection Law, and Canada Data Protection Law.

**EU Data Protection Law** shall mean (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“Directive”), (ii) on or after 25 May 2018, the GDPR, and any equivalent or replacement law in any Member State and all and any regulations made under those acts or regulations; (iii) the guidelines, recommendations, best practice opinions, directions, decisions, and codes of conduct issued, adopted or approved by the European Commission, the European Data Protection Board, and/or any supervisory authority or data protection authority from time to time in relation to the Directive or the GDPR; and (iii) any judgments of any relevant court of law relating to the processing of personal data, data privacy, and data security.

**Fees** means the fees or price for the Additional Services as set out in a Fees Schedule in respect of the relevant Service Agreement. Fees Schedule means Schedule A of a Services Agreement which sets out the fees payable by you for the services set out in that Services Agreement.

**GDPR** means the EU General Data Protection Regulation ((EU) 2016/679)) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**GST** means Australian goods and services tax regime as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Intellectual Property** means without limitation, patents, copyright and related rights, registered designs, registered and unregistered trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, designs, computer software, databases, know-how and trade secrets.

**Intellectual Property Rights** means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including:

(a) patents, copyright and neighbouring and related rights, moral rights, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information

(including know-how and trade secrets) and all other intellectual property rights; and

(b) any application or right to apply for registration and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, of any of the rights referred to in paragraph (a),

whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

**Member State** shall mean a country that is a member of the European Union or of the European Economic Area.

**Robotic Process Automation** means the use of robotic or automated processes to elicit or determine client login details for access to secure online platforms by automated software- based processes, artificial intelligence, synthetic users, bots or screen scrapers to enable them to:

(a) view or extract any data;

(b) create derivative data;

(c) store data; or

(d) execute code-based or web-based actions or translations.

**OpenSolar, we, our, company or us** means OpenSolar Pty Ltd ACN 621 679 632.

**OpenSolar Services** means all services provided by us, and includes the Additional Services.

**OpenSolar Site** means the existing and future websites operated by OpenSolar and available at [www.opensolar.com](http://www.opensolar.com) and any of its regional or other domains or properties, and includes any related OpenSolar service, tool or application, specifically including mobile web, any iOS App and any Android App, or other access mechanism.

**Service Agreement** means an agreement for services that we will provide you on the terms (and subject to the Fees, timetable, specifications and

related matters) set out in a form substantially similar to that set out at Schedule 1.

**User, you or your** means an individual who visits or uses the OpenSolar Site.

**User Content** has the meaning set out in clause 8.

**User Contract** means the contractual provisions accepted by the Users who have agreed to buy or sell goods or services from one another, to the extent not inconsistent with the User Terms and Conditions;

**User Services** means all services, products and goods provided by a User to another User.

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## Privacy Policy

OpenSolar Pty Ltd (ACN 621 679 632) and its related bodies corporate (OpenSolar, we, us, our) recognise the importance of protecting the privacy and the rights of individuals in relation to their personal information. This document is our privacy policy and it tells you how we collect and manage your personal information. Unless otherwise defined, capitalised terms have the same meaning as in our User Agreement.

We reserve the right, at our discretion, to modify or remove portions of this Privacy Policy at any time publishing it on our website. We encourage you to check our website periodically to ensure that you are aware of our current privacy policy. This Privacy Policy is in addition to any other terms and conditions applicable to our web site and any agreement we may have with you (for example, our User Agreement). We do not make any representations about third party web sites that may be linked to the web site.

### What is your personal information?

When used in this policy, the term “personal information” has the meaning given to it in applicable legislation. In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address and profession or occupation. If the information we collect about you personally identifies you, or you are



reasonably identifiable from it, the information will be considered personal information.

## What personal information do we collect and hold?

We may collect the following types of personal information: a). name; b) mailing or street address; c) email address; d) telephone number; e) age or birth date; f) your employment-related information if you apply for a position with us; g) profession, occupation or job title as an energy professional; h) details of the products or services you have purchased or had installed, together with additional information necessary to deliver those products and services; i) details about you or your business as an energy professional, and any of your employees or officers; j) details about any real property that you own or have a right to use; your energy usage data and metering information; l) any additional information relating to you that you provide to us directly through our websites, products or platforms, or indirectly through the use of our websites or online presence, through our representatives or otherwise; m) information you provide to us through questionnaires, surveys or discussions with our personnel from time to time.

We may also collect some information that is not personal information because it does not identify you or anyone else. We collect and store content that you post, share and receive on our websites, products and platforms including User Content.

## How do we collect your personal information?

We generally only collect personal information directly from you when it is provided voluntarily by you. We may collect your personal information in a number of ways including: \* through your access and use of our websites, products and platforms; \* when a person that provides, or intends to provide, you goods or services enters your personal information onto our websites, products and platforms (in this case they have an obligation under our User Agreement to obtain your consent for your personal information to be included on our websites, products or platforms); \* when you fill in a form to subscribe to our publications; \* when you review or buy a product or service from a User or from us; \* when you apply for a position with us; \* during conversations between you and our personnel. We may also collect personal information from third parties including from third party companies such as recruitment agents, credit reporting agencies, marketing agencies and other service providers.

When you visit our websites, platforms and download information from them, our Internet Service Provider (ISP) makes a record of your visit and records the following information: \* your Internet address; \* your domain name, if applicable; and \* the date and time of your visit to the website. Our ISP also collects information such as the pages our users access, the documents they download, links from other sites they follow to reach our site, and the type of browser they use. However, this information is anonymous and is only used for statistical and website development purposes.

## Cookies and Applets

We may collect your personal information through the use of cookies. When you access our websites, we may send a “cookie” (which is a small summary file containing a new ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our websites without bothering you. We use cookies to provide you with a better experience. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. We also use cookies to measure traffic patterns and to determine which areas of our websites have been visited.

If you do not wish to receive cookies, you can set your browser so that your computer or mobile device does not accept them.

## What happens if we can't collect your personal information?

If you do not provide us with the personal information described above, some or all of the following may happen: a) we may not be able to provide the requested products or services to you; b) we may not be able to enter into an agreement with you; or c) if you are applying for a position with us, we may be unable to consider your application for a position.

## For what purposes do we collect, hold, use and disclose your personal information?

We collect personal information about you so that we can perform our business activities and functions, comply with our legal, regulatory and contractual obligations, and to provide our products and services to you.

We collect, hold, use and disclose your information for the following purposes:

- a) to provide products and services to you and to send communications requested by you;
- b) to answer enquiries and provide information or advice about existing or new products and services;
- c) to assess the performance of our website and services and to improve the operation of our website and provision of services;
- d) to conduct business processing functions including providing personal information to our related bodies corporate, contractors, service providers or other third parties;
- e) for our administrative, marketing (including direct marketing, planning, product or service development), quality control and research purposes and our related bodies corporate, contractors or service providers;
- f) to offer you additional services, promotions or deals from us, our related entities or third parties, goods or services which we believe may add value based on the products you have purchased, installed or shown an interest in, or to create and develop new products and service offerings;
- g) to update our records and keep your contact details up to date;
- h) if you have applied for a position with us, to evaluate your application;
- i) to comply with our contractual obligations;
- j) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in cooperation with any governmental authority of any country.

Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy (unless otherwise agreed in a separate agreement with you).

## To whom may we disclose your information?

We may disclose your personal information to:

- a) our employees, related bodies corporate, contractors or service providers for the purposes of operation of our website or business, fulfilling requests by you, and to otherwise provide services and products to you including, without limitation, web hosting providers, IT systems administrators, couriers, payment processors, data entry service providers, debt collectors and professional advisers such as accountants, solicitors, business advisers and consultants;
- b) suppliers, service providers and other third parties with whom we have commercial relationships, for business, marketing and related purposes;
- c) our manufacturer partners where, for example, you are an authorised dealer for a certain manufacturer;
- d) any organisation for any authorised purpose with your express consent; and
- e) any third party where we believe it is necessary to comply with any applicable law, regulation, legal process or governmental request, or to enforce our agreements, policies and terms and conditions.

Should we undergo a change to our corporate organisation (for example, a merger, acquisition, financing or other corporate event), we may provide any information you give us, including but not limited to energy usage data, User data and metering information, to the relevant entity and reserve the right to do so.

## Security

We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure, so please keep this in mind when deciding to provide your information to us (personal or non-personal) through our sites and products.

However, we will endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

## Access to Information

We will endeavour to take all reasonable steps to keep secure any information which we hold about you, and to keep this information accurate and up to date. If, at any time, you discover that information held about you is incorrect, you may contact us to have the information corrected.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

## Overseas

As we are a global company, with staff around the world, your personal information may be processed by staff in multiple countries. Our data servers are currently in Australia, however we may decide to change this from time to

time. Where we disclose your personal information to a third party which is located overseas, we will take reasonable steps to ensure that the overseas recipient handles your personal information in accordance with the standards required under the Privacy Act.

## Links to other sites

We provide links to Web sites outside of our web sites, as well as to third party Web sites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website. Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of using that Web site and its privacy statement.

## Problems or questions

If we become aware of any ongoing concerns or problems with our web sites or products, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please contact us.

If you believe your privacy has been breached, please contact our Privacy Officer using the contact information below and provide details of the incident so that we can investigate it.

We request that complaints about breaches of privacy be made in writing, so we can be sure about the details of the complaint. We will attempt to confirm as appropriate and necessary with you your understanding of the conduct relevant to the complaint and what you expect as an outcome. We will inform you whether we will conduct an investigation, the name, title and contact details of the investigating officer and estimated completion date for the investigation.

For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's web site; <http://www.privacy.gov.au/>

## Further information regarding privacy

If you wish to discuss aspects of this privacy policy with us please don't hesitate to contact our Privacy & Security Officer:

Email (preferred): [privacy@opensolar.com](mailto:privacy@opensolar.com)

Post: Privacy & Security Officer, Adam Pryor

## Changes to our privacy policy

We may change this policy from time to time. Any updated versions of this policy will be posted to our website. Please review it regularly.

This privacy policy was last updated on 21st May 2019.