

CS Energy Portal Terms

Thank you for visiting the CS Energy Customer Portal ("**Portal**") which is operated by CS Energy Ltd (ACN 078 848 745) ("**CS Energy**").

Access and use of the Portal

Access to and use of the Portal is provided strictly subject to these terms of use. By entering and using the Portal you accept, without limitation or qualification, these terms of use (collectively, the "**Portal Terms**"). You must not use the Portal if you do not agree to be bound by these Portal Terms.

Except as otherwise expressly stated on the Portal and to the full extent permitted by law, the Portal and all information contained within it regarding or relating to CS Energy and its related entities, products and services is provided "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind, whether expressed or implied.

These Portal Terms do not amend or vary the terms of the contract between you and CS Energy for the sale of electricity ("**Energy Contract**"), and the use of, and all content and material available on, the Portal remains subject to that Energy Contract.

Liability

Consumer protection legislation may confer rights and remedies on you which cannot be excluded, restricted or modified ("**Non-excludable Rights**"). Nothing in these Portal Terms is intended to exclude restrict or modify your Non-excludable Rights.

However, where it is permitted to do so, CS Energy makes no representations or warranties, express or implied, whatsoever as to any matter. In particular, CS Energy does not guarantee that the functions contained on the Portal will be uninterrupted or error free and does not warrant that the Portal or its server is free of computer viruses, bugs or other harmful components or that defects will be corrected even if CS Energy is aware of them.

Furthermore, to the extent permitted by law, neither CS Energy nor any party involved in creating, producing or delivering the Portal accepts any liability for the accuracy, timeliness or completeness of the information contained on the Portal or any responsibility for any errors or omissions in the content on the Portal whether or not CS Energy is aware of such errors or omissions nor do they accept any liability for any direct, incidental, consequential, indirect, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue of profit, or loss or corruption of data arising out of your access to, or use of, or inability to use or access the Portal, whether arising in tort or contract.

Modification of Portal Terms

CS Energy reserves the right to change, modify, add or remove sections of the Portal Terms and to add to, change or discontinue the information contained in, or any other aspect of, the Portal at any time and without liability. We will notify you of such changes by posting an updated version of the Portal Terms on the Portal. Please check the Portal regularly for changes as your continued use of the Portal signifies your acceptance of any changed Portal Terms.

Other rights

Unless otherwise noted, all materials on the Portal are protected as copyright, trade names, trade marks or are other intellectual property owned by CS Energy and/or its affiliates or by other parties that have licensed their material to CS Energy. Other than viewing and downloading content from the Portal for purposes permitted on the Portal, you do not have the rights to use these intellectual property rights without the written permission of their owner. You agree that you will not use the

Portal for any unlawful purpose. You will not violate or attempt to violate the security of the Portal. All rights not expressly granted are reserved, and all powers (if any) conferred on you by section 26 of the Australian *Trade Marks Act 1995* are expressly excluded.

Restrictions on use

Your use of the materials on the Portal is only for informational purposes. You agree you will not distribute (including, without limitation, making available on-line, electronically transmitting or otherwise communicating to the public), publish, transmit, modify, display or create derivative works from or exploit the contents of the Portal in any way. You agree to be responsible for any losses incurred by CS Energy as a result of any and all unauthorised uses you may make of any materials on the Portal. You acknowledge the unauthorised use of the contents could cause irreparable harm to CS Energy and that in the event of unauthorised use, CS Energy shall be entitled to an injunction in addition to any other remedies available at law or in equity.

You may access or use the Portal using your unique login credentials. You agree to keep your login credentials confidential and not to disclose their login credentials to any other person. If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorised parties, you must promptly change your password and notify CS Energy.

You are responsible for ensuring the security of your device used to access the Portal. You further agree not to:

- (a) violate or attempt to violate the security or the integrity of the Portal, or to use materials or information collected via the Portal for illicit purposes;
- (b) carry out qualitatively or quantitatively substantial extractions, including any type of data collection operation aimed at the Portal;
- (c) attempt to commit any act of counterfeiting against third parties, by any means whatsoever;
- (d) misuse the purpose of the Portal to commit crimes, offenses, or contraventions punishable under any law, or to interfere with the rights of any third parties;
- (e) impair the technical processing systems implemented for the needs of the Portal, including but not limited to sending viruses, malware, overloading, or spamming;
- (f) break or circumvent implemented authentication or security measures or test the vulnerability of our systems or networks; or
- (g) encourage or help anyone do any of the above.

Governing law

These Portal Terms will be governed by the laws of Queensland, Australia, and shall be subject to the non-exclusive jurisdiction of the courts of Queensland, Australia. In the event that any of the Portal Terms are found to be unenforceable under Queensland law, this will not affect the remainder of these Portal Terms.