

Consumer Data Right Dashboard

Terms and Conditions

Agreement

1. We provide you with the opportunity to establish a profile to use the Dashboard and to receive the Service. Your use of the Dashboard and your ability to receive the Service through the Dashboard is subject to the terms and conditions set out below, as well as our CDR Policy. See paragraph 11 below for further details.
2. You must only use the Dashboard if you are over 18 and you have the legal capacity to contract in Australia.
3. If you do not agree to these terms and conditions, you must cease your use of the Dashboard.
4. You will only have access to electricity accounts which correspond to the email address you have used to authenticate yourself and enter the Dashboard.

Confidentiality

5. In order to use the Dashboard, you will need to have a unique email address registered to your energy account with us, which is not being used for CDR data sharing on any other energy account with us. We will use this email address to send you a one-time password to verify requests to share your CDR data. Your email address password should be unique, sufficiently secure, and you should not share it with anyone else. Anyone who has access to your email account and password will be able to access the Dashboard and the Service. You must also ensure that all information provided to create your account is accurate and up-to-date.
6. You are solely responsible for the confidentiality and use of your email account and associated password. You are also solely responsible for any activities that occur on your Dashboard using your login details, including any transactions or communications that are created or sent.
7. If you suspect that someone else has used your email login and password, or there has been any unauthorised use of your Dashboard, you should let us know as soon as you can.
8. Where you request assistance, we, or our agents may amend your CDR data on the Dashboard in accordance with your instructions.

Privacy and Personal Information

9. By agreeing to these terms and conditions, you consent to EnergyAustralia accessing and disclosing your CDR data (which may contain personal information and information from both current and historical accounts) to accredited data recipients and other data holders, where applicable, for the purposes set out in our CDR Policy. We will access this information from the existing data which we hold about you and your electricity account(s). You can view the permissions that have been granted, and revoke those permissions, using the Dashboard.
10. Before authorizing an accredited data recipient to request your CDR data from EnergyAustralia, we recommend you review the CDR policies and/or applicable terms and conditions of these accredited data recipients to see how they will manage your data.
11. Our CDR Policy and Privacy Policy provide details about how you can access or correct your CDR data and personal information, how to request more information or make a complaint about the handling of your CDR data or personal information (as applicable).
12. If you appoint a secondary user to share CDR data on your energy account, you agree that we will use your Dashboard to notify you when CDR data sharing requests are made on behalf of the secondary user, or when an authorisation given by that secondary user is amended, withdrawn, or expires.
13. If you have informed us that you may be affected by family violence, please contact us if you would like to discuss sharing your CDR data. In some circumstances, if CDR data sharing

is not available to you, an error code may be returned to the request for CDR data. For security reasons, a generic error code may be used and we will not disclose the grounds for our refusal.

Terminating or suspending the Dashboard or your account

14. We reserve the right to suspend or terminate your account or your use of the Dashboard where:
 - you have not used your online profile for over 12 months;
 - you fail to comply with these terms and conditions;
 - we suspect or have evidence that your online profile is being used to compromise the security of any of EnergyAustralia's IT systems.
15. We may also alter or update the Dashboard and / or these terms and conditions from time to time.
16. Where we terminate or suspend the Dashboard or seek to alter it in a way that will have a material detrimental impact on you, we will endeavour to provide you with prior notice.
17. We will notify you if we suspend or terminate your account or the Dashboard. Termination of these arrangements will not affect the supply of electricity and/or gas to your premises.
18. These terms remain in force until we or you terminate your online profile.

Your rights to terminate your account

19. You retain the right to terminate your account on the Dashboard at any time.

Website security

20. We will use reasonable endeavours to ensure that the Dashboard and the CDR Service is secure as required under applicable consumer data and privacy laws. However, when you use the public internet, it is possible for any electronic data transfer to be intercepted by others. By using the Dashboard, you understand that your information may be read or intercepted by others.

Copyright

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

Liability

22. We will use due care and skill in providing the Dashboard. There may also be other non-excludable statutory guarantees, implied conditions or warranties including under consumer protection laws (Non-Excludable Obligations) that cannot be excluded which may apply to our supply of the Dashboard.
23. Subject to your rights under Non-Excludable Obligations which cannot be excluded, we do not warrant or represent that the Dashboard is complete, accurate, current, or secure, or free from errors or omission, programming bugs or viruses.
24. The availability of the Dashboard may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, internet access difficulties or delay or failure of transmission).
25. Accordingly, we do not warrant or represent that the availability of the Dashboard will be continuous or uninterrupted, that any defects will be corrected, or that the Dashboard or the infrastructure or server that makes it available are free of viruses.
26. We accept liability to you in relation to Non-Excludable Obligations and for loss or damage that was caused by our breach of contract or negligence under the principles applied by the courts. However, we are not liable for:
 - loss or damage that was not reasonably foreseeable;
 - loss or damage that was not caused by our breach of a non-

Excludable Obligation or contract or by our negligence;

- loss or damage that was caused by your breach of contract or your negligence;
- business losses (such as lost data, lost profits, or business interruptions);
- loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, internet access difficulties or delay or failure of transmission or the interception or hacking of your CDR data by unauthorised third parties);
- as loss of chance, goodwill or reputational damage, or loss of use;
- any loss that does not arise naturally from a breach of these terms and conditions and in the usual course of things.

Jurisdiction

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

Definitions

28. In these terms and conditions, the following terms have the meaning set out below.

Consumer Data Right (CDR) means the framework established under the *Competition and Consumer Act 2010*.

Dashboard means any online portal that we provide, including the consumer dashboard, that we are required to provide to CDR consumers to manage and see their authorisations for the disclosure of CDR data (that we may alter or modify from time to time in accordance with all applicable laws and regulations).

Service means service that we provide to you to comply with our CDR obligations.

'We', 'us', or 'our' means EnergyAustralia.

'You' or 'your' means consumers that use the Dashboard to receive the Service.