

Microgrid Power Pty Ltd

Terms of Use

Approval Date 14th March, 2024

Approved By Ben Henderson

Version 1: 14 March 2021

These Terms of Use ("**Terms**") govern your use of our website located at <https://www.microgridpower.com.au/>, any other sites, and mobile applications operated by us (collectively referred to below as '**Site**').

These Terms are important as they set out what you can and cannot do on the Site. You should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us by email to support@microgridpower.com.au.

By accessing, downloading or using the Site, you agree with these Terms and any additional terms, conditions, notices and disclaimers located on the Site. If you do not agree to the Terms, please do not use the Site. By using the Site, these Terms form a binding agreement between you and us, Microgrid Power Pty Ltd.

1. Licence to use Site

- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with these Terms.
- 1.2 You may access and use the Site in the usual manner for your own personal, non-commercial use.
- 1.3 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user-generated content or any content available on any linked website.
- 1.4 You acknowledge and agree that:
 - (a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
 - (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Intellectual Property Rights

- 2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. All material on the Site is owned or licensed by us and is available for your personal use only.

3. Warranties

- 3.1 You represent and warrant to us that:
 - (a) you have the legal capacity to comply with these Terms; and
 - (b) you have complied with clause 1.3.

4. Liability

- 4.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 4.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 4.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
 - (a) in the case of goods other than goods of a kind ordinarily acquired for personal, domestic or household use or consumption:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
 - (b) in the case of services other than services of a kind ordinarily acquired

for personal, domestic or household use or consumption:

- (i) the supply of the services again; or
- (ii) the payment of the cost of having the services supplied again.

4.4 This clause 4 is to be read subject to the various statutory guarantees set out in Australian Consumer Law. Under Australian Consumer Law, you have certain rights which cannot be excluded. The remedy you're entitled to will depend on whether the issue is major or minor. If you have a minor problem with a product or service, we can choose to give you a free repair or resupply the services instead of giving you a replacement or refund. When you have a major problem with a product or service, you have the right to choose a replacement or refund.

5. Complaints

- 5.1 If you have a complaint about the Site, or any other aspect of our business, please contact us via email at support@microgridpower.com.au.
- 5.2 We will respond to any complaint within 24 hours of receipt.
- 5.3 We will aim to resolve all complaints within 48 hours of receipt.
- 5.4 If you are not happy with our proposed resolution, you may request an internal review and escalation where a senior manager will review your complaint and either affirm or amend the proposed resolution.

6. Termination

- 6.1 These Terms terminate automatically if, for any reason, we cease to operate the Site. Termination will not affect any accrued rights or obligations.
- 6.2 We may otherwise terminate these Terms, on notice to you, if you have breached these Terms and such a breach causes or has the potential to cause any loss or harm to us or

to you. On termination of our agreement with you, you will no longer have the right to access the Site.

7. General

- 7.1 All amounts on the Site are in Australian dollars unless otherwise indicated.
- 7.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 7.3 If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 7.5 This Agreement is governed by the laws of New South Wales, and each party submits to the jurisdiction of the courts of New South Wales.