

1. Agreement

1.1 By registering to use the Portal you agree to be bound by these Terms.

2. User ID and password details

2.1 You must keep your user ID and password secure at all times. You must not disclose your user ID or password to others, and must not permit any other person to use your user ID and password.

2.2 You must maintain the confidentiality of your password at all times and must change your password if prompted. You are fully responsible for all activities that occur through use of your password.

2.3 Unauthorised use and allocation of passwords may lead to revocation of access to the Portal for you or your organisation.

2.4 You must immediately notify Momentum Energy if you become aware that your password details have been compromised or are known by a third party or there has been unauthorised use of your account.

3. Acting on behalf of an organisation

3.1 To use the Portal to access Content or to carry out a transaction for, an organisation, you warrant that you:

(a) are currently authorised by that organisation to access that Content or carry out that transaction on their behalf, and that authorisation must not have been revoked; and

(b) if that authorisation is based on you holding a certain position within that organisation, you must currently hold that position.

3.2 You agree that Momentum Energy may rely on that warranty unless it receives prior written notice from you of any change or update to the information provided by you. Any such varied

information will be covered by this warranty.

4. Access to the Portal

4.1 You acknowledge and agree that:

(a) the accessibility and operation of the Portal relies on third party technology outside of Momentum Energy's control. Momentum Energy does not guarantee the accessibility or uninterrupted operation of the Portal.

(b) Momentum Energy will not be liable for any Loss resulting from any interruption or unavailability of the Portal, in whole or part, whether because of the failure of the communication network, ancillary equipment, unavailability of third party Content or any other circumstance beyond Momentum Energy's reasonable control;

(c) it is your responsibility to use other means of obtaining Content if, for any reason, the Portal is unavailable or interrupted. You acknowledge and agree that you are not entitled to any extension of time for paying your bill under your Contract with Momentum Energy if this occurs.

(d) Momentum Energy may make changes to the Portal at any time and these changes may affect your rights or obligations as a user of the Portal. Any changes may be made without notice by publishing variations in the Portal.

5. Portal security

5.1 Momentum Energy does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Portal.

5.2 Momentum Energy makes no warranties that the Portal is free of infection by computer viruses or other unauthorised software. Momentum Energy will not be liable for any Loss resulting from any breach of a security

measure (including viruses or other unauthorised software).

6. Intellectual Property

6.1 The intellectual property rights (including copyright) in the Portal and all Content are owned by or licensed to Momentum Energy.

6.2 You may not reproduce, adapt, modify, communicate to the public, or otherwise use any part of the Content or the Portal without the prior written consent of Momentum Energy.

7. Privacy

7.1 Momentum Energy respects your right to privacy and collects and manages your personal information in accordance with the Privacy Act 1988 (Cth) and its privacy policy, which can be found at <http://www.momentumenergy.com.au/privacy-policy>

8. The Portal

8.1 Momentum Energy may:

- (a) limit your ability to use the Portal;
- (b) terminate your access to the Portal at any time;
- (c) change the times and periods during which Portal transmissions can take place;
- (d) vary the terms and conditions of use of the Portal;
- (e) alter the Content and your use of the Portal in accordance with the Contract; and
- (e) review the activities of users of the Portal to ensure they are meeting the relevant terms and conditions of use.

9. Indemnity

9.1 You will be responsible for (and you indemnify Momentum Energy against) any Loss or damage to any person arising from any one of the following:

- (a) any breach by you of these Terms;
- (b) any wilful, negligent or unlawful act or omission by you in relation to, or in the course of using, the Portal.

10. Limitation of liability

10.1 Momentum Energy will not be liable for any Loss of any kind resulting from:

- (a) the use or inability to use the Portal;
- (b) the use or reliance on any Content provided through the Portal. You must rely on your own assessment or seek independent advice in relation to any Content;
- (c) unauthorised access or alterations of your transmissions to or from the Portal;
- (d) activities resulting from the loss or misuse of your user ID; password or other access mechanism;
- (e) statements or conduct of any third party; or
- (f) any other matter relating to the Portal.

11. Disclaimer of Warranties

11.1 Except as specified in these Terms, Momentum gives no implied or express warranties in relation to the use of the Portal. All warranties are, to the fullest extent permitted by law, expressly excluded.

11.2 Momentum Energy makes no warranty that

- a) the Portal will meet your requirements;
- b) the Portal will be uninterrupted, timely, secure, or error-free; and

c) the Content that may be obtained from the use of the Portal will be accurate or reliable.

12. Applicable laws

12.1 Use of the Portal and these Terms are governed by the laws of Victoria.

13. Definitions

Content means all materials displayed on the Portal, including without limitation all information, figures, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Portal and includes Third Party Material.

Contract means the Momentum Energy Electricity Retail Contract Terms and Conditions for Large Customers (Progressive Energy Pricing).

Loss means loss, damage, cost or expense (to any person or property) including consequential or indirect loss or any loss of profits, data or revenue.

Momentum Energy means Momentum Energy Pty Ltd (ABN 42 100 569 159).

Portal means the Momentum Energy Momentum Exchange portal which is accessible at www.momentumenergy.com.au/momex

Terms means these terms and conditions.

Third Party Material means third party material provided through the Portal for the purposes of the Contract, and material and/or documents relating to or provided by third parties.