



## Terms of use

The Website Terms of Use ("**Website Terms**") relate to your use of the CircularEnergy.net.au website ("**Circular Energy website**") owned by Maximum Energy Retail Pty Ltd ("**we**", "**our**" or "**us**"). By using this website you agree to these Website Terms and to our Privacy Policy, which you can read [here](#).

(collectively "**Website Terms**").

By using the Circular Energy website you will be deemed to accept the Website Terms and agree to be bound by them.

### Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on a Circular Energy website. By continuing to use the Circular Energy website you will be deemed to accept the updated Website Terms and agree to be bound by them.

### Registration may be required to access

We may require you to register with us in order to access some parts of the Circular Energy website.

Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the Circular Energy website using your registration details, even if the access is by another person.

### No unlawful, infringing or offensive activity

You must not post or transmit to or via the Circular Energy website any information or material or otherwise use the Circular Energy website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

### No viruses or other interference

You must not transmit to or via the Circular Energy website any virus or other information or material or otherwise use the Circular Energy website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Circular Energy website;
- inhibits any other user from using the Circular Energy website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.



### **We may suspend or terminate your access**

We may suspend or terminate your access to all or any part of the Circular Energy website at any time, if you breach these Website Terms in our reasonable opinion.

### **No warranties or representations**

To the maximum extent permitted by law, we do not represent or warrant that the content on the Circular Energy website is accurate, reliable, suitable, or complete.

In particular, although we use reasonable care and skill in providing the Circular Energy website, we cannot promise that the Circular Energy website will be continuously available or virus or fault free.

### **Our liability to you**

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of the Circular Energy website in connection with any business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

### **Your liability to us**

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts.

You are not liable to us for any loss to the extent that it is caused by us.

### **Inconsistent terms**

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the Circular Energy website ("**other terms**"), the other terms will govern to the extent of the inconsistency.

### **No waiver for breaches**

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

### **Governing law**

The Website Terms are governed by the law in force in the State of Victoria, Australia.



Last Updated: 24 August 2021

## Copyright and Trademark Notice

This Copyright and Trademark Notice applies to the CircularEnergy.net.au website and all other pages and websites owned or operated by or on behalf of Circular Energy and Maximum Energy Retail Pty Ltd ("we", "our "or "us") (each a "**Circular Energy website**").

### Our content

All copyright and other intellectual property rights subsisting in the Circular Energy websites and the material on the Circular Energy websites (including, without limitation, the software, design, text and graphics comprised in the Circular Energy Websites and the selection and layout of the Circular Energy websites) are owned or licensed by us and protected by the laws of Australia and other countries.

You are authorised to view the Circular Energy websites and its contents using your web browser or, where expressly invited to do so, to share certain content on social media. You must not otherwise reproduce, transmit (including broadcast), communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Circular Energy websites, including audio and video excerpts, except as permitted by statute or with our prior written consent.

### Trademarks

The Circular Energy websites include registered trademarks and trademarks which are the subject of pending applications or which are otherwise protected by law.

You may not use any of those trademarks, the names 'Circular Energy', 'Maximum Energy Retail' or 'Circular Energy Holdings' or the name of any of our related companies without our prior written consent.

### Links to third party sites

The Circular Energy websites may contain links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk.

### Linking to the Circular Energy websites

You may create a link to pages of the Circular Energy websites. However, you must not:

- display any page of the Circular Energy websites in any distorted or altered form;
- create a link to the Circular Energy websites on any site unless that site conforms to accepted standards of public decency and good taste, does not expose us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party's rights) and does not disparage us or our goods or services; or
- create any link or use any link in any way to represent or imply falsely, deceptively or confusingly that:



1. we sponsor, endorse or are affiliated with or related to any third party (including you) or product; or
2. you are providing, or are the source of, any goods or services provided by us.

We reserve the right to withdraw linking permission by giving notice to you or updating this Copyright and Trade Mark Notice.

You agree to indemnify us against all actions, claims, costs, demands, damages or liability arising in any manner from any link that you create.

### **Third party copyright**

#### **Illegal downloading / file sharing**

The Copyright Act 1968 (Cth) protects materials such as films, music, books and computer programs. You can break the law if you download, copy, share or distribute this material, unless you're allowed to do so by the Copyright Act or you have the copyright owner's permission. Please don't use our services to do any of these things, because if you do, we might have to cancel your services (including your email count) and the copyright owner could take legal action against you.

If you do any of these things on a repeat basis, Circular Energy has implemented a policy for dealing with infringers that may, in appropriate circumstances, result in us terminating a repeat infringer's email or other account.

#### **Designated Copyright Representative**

Division 2AA of Part V of the Copyright Act 1968 (Cth) and Part 3A of the Copyright Regulations 1969 (Cth) establish a scheme ("**Safe Harbour Scheme**") which limits the remedies available against carriage service providers for infringements of copyright that relate to the carrying out of certain online activities by carriage service providers.

Circular Energy designates the person holding the position identified below as its designated representative to receive notifications and notices issued under the Safe Harbour Scheme in relation to all activities carried out by Circular Energy as a carriage service provider. These activities cover a number of businesses of Circular Energy and its subsidiaries.