

Terms and conditions for use of ETSA Utilities' Customer Connections Website (“Website”)

These terms and conditions should be read carefully before you use this website. In using the Website you agree to the terms and conditions set out here. If you do not want to be bound by these terms and conditions, you must stop using the Website.

1. Commencement, term and termination

ETSA Utilities records the time that you return your acceptance of these Terms and Conditions and, unless otherwise agreed, that is the time this Agreement commences. If you agree to any Additional Terms after you have agreed to these Terms and Conditions, those Additional Terms become part of these Terms and Conditions from the moment you agree to the Additional Terms and not before. If you agree to Additional Terms before you have agreed to these Terms and Conditions, unless otherwise agreed, the effective date for those Additional Terms is the moment you signed and returned your acceptance to these Terms and Conditions. The term of this Agreement is whichever is the sooner of the following:

1. Indefinite, or if a competent court rules that term invalid, 9 years; or
2. As stipulated in the Additional Terms; or
3. Until otherwise terminated in accordance this Agreement.

2. Users

Only registered users may access the Website. Users must be 18 years old unless their organisation administrator authorises an exemption. If you are applying to be a user on behalf of an organisation, you warrant that you have the authority to make the application and to bind the organisation to these Terms and Conditions.

You warrant that the information provided in the registration form is true and correct. ETSA Utilities reserves the right to accept or reject applications for usership.

Once you have received the letter of confirmation from ETSA Utilities that contains your username, you are an authorised user and may use the Website. You have access to your registration information via the Website, such as your address, contact phone number, organisation name. It is your responsibility to ensure your registration information is accurate at all times.

If a person gains access to or use of the Website without registering with ETSA Utilities, that person is deemed to have accepted these Terms and Conditions and is considered a user for the purposes of this Agreement.

3. Username and password

You are responsible for the confidentiality of your username and password. You should not give your username and password to another person. You must notify ETSA Utilities immediately upon becoming aware of any breach of confidentiality concerning a username or password. You are responsible for any use the Website under your username and password, whether you authorise it or not.

4. Access

You must use the Website in accordance with this Agreement and in a legal, responsible and commercially acceptable manner. You must not attempt to breach or circumvent site security. In addition, you must not use the Website to:

- breach any law, third party rights or any applicable codes or regulations;
- send unsolicited messages;
- mislead or deceive;
- obtain, post or transmit information that infringes the rights of a third party, including the rights of privacy and publicity;
- cause or knowingly facilitate the spread of a virus or another harmful object;
- post or transmit “junk” mail, “spam” or “chain letters” or material that might be considered offensive;
- collect or store personal data about others without permission;
- promote in any way illegal or unwelcome or unsociable activities;
- carry out or assist in carrying out any hacking activities;

5. Monitoring your use of the Website

In order to operate the Website effectively and in accordance with applicable law and this Agreement, ETSA Utilities may monitor and record your use of the Website, ETSA Utilities controls all information collected in accordance with ETSA Utilities' Privacy Policy. You authorise ETSA Utilities to collect, store and use such information and waive any right of action in connection with the collection, storage and use of such information by ETSA Utilities or an authorised associate of ETSA Utilities.

6. Website Operation

ETSA Utilities does not guarantee the full functioning of the Website, nor that defects will be corrected or that the Website or the server that makes it available is free from viruses. ETSA Utilities reserves the right to withdraw access to some or all of the pages on the Website at any time without notice and accepts no responsibility or liability for these pages not being available.

7. Limitation of liability for the Website

The warranties contained in these Terms and Conditions, are the only warranties given by ETSA Utilities to users other than warranties expressly required by law.

It is possible that the Website could contain errors, inaccuracies and omissions. It is also possible that, from time to time, some or all of the Website may be temporarily inaccessible in part or in full or may function slowly or improperly. ETSA Utilities provides the Website on an “as is” basis and makes no warranties or representations of any kind implied or express. To the maximum extent permitted by law, all other terms, conditions, warranties, representations - including such implied or expressed by legislation, common law, equity, trade, custom, usage or otherwise in relation to the provision of the Website are expressly excluded.

To the maximum extent permitted by law, ETSA Utilities will not be liable for any damage or loss of profit, revenue, good will, savings or anticipated profit or any indirect, economic, punitive or consequential loss or damage (including loss or damage that may reasonably be supposed to have been in the contemplation of the parties at any time or considered a likely result of any act or omission) arising out of or in connection with the provision of the Website including, without limitation, loss or damage caused by a computer virus or other malware or any fundamental breach of this agreement.

8. Your Breach

If you breach these terms and conditions you agree to indemnify ETSA Utilities in respect of any losses, costs or damages including reasonable legal fees incurred by ETSA Utilities in relation to such breach.

9. Website Maintenance

From time to time, ETSA Utilities may need to undertake maintenance on the Website that could result in the loss of access to some or all functionality of the Website. Although ETSA Utilities will use reasonable endeavours to minimize the inconvenience of any such downtime, the general warranties and disclaimers and the limitations of liability in this Agreement apply equally to any costs, losses or damage that may result regardless of whether such costs, loss or damage may have been foreseeable or not.

10. Intellectual Property

All rights, including copyright, in the Website and its contents are owned by ETSA Utilities. You are responsible for obeying all applicable copyright laws. You may use the information and take occasional copies of the Website during your normal viewing of it. You may also print from the Website. Otherwise the information may not be reproduced, stored in any way (including in any other web site), given to any other person or included in any way into another document or other material without obtaining the prior written permission of ETSA Utilities.

No transfer: except for the limited licenses described in these Terms and Conditions, no transfer of any interest, title or right - including intellectual property - occurs.

Marks of Ownership: Except as otherwise permitted by these Terms and Conditions, you must not alter or allow the alteration of any marks of ownership, copyright, patent, trademark or other mark of a right included on the Site.

Termination: Upon termination for any reason of the license granted by ETSA Utilities to you, you immediately lose all rights to use or retain access to the Website and must return or destroy all documentation, software and data provided by ETSA Utilities. At ETSA Utilities' request, you must procure one of your officers to certify to ETSA Utilities that all relevant material has been returned or destroyed.

11. Amendment

When ETSA Utilities makes an amendment to this Agreement, ETSA Utilities will bring the amendment to your notice. Where ETSA Utilities posts a new Terms and Conditions in the place of these Terms and Conditions, by clicking the "I agree" button or continuing to use the Website, you confirm your acceptance of the new Terms and Conditions.

12. Severability

If a clause or part of a clause of these Terms and Conditions is invalid, that clause or that part of the clause will be struck out and the other terms will remain in force.

13. No waiver

No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

14. Survival

Any clause or part clause in this Agreement that would reasonably be interpreted to survive termination of this Agreement will survive termination.

15. Result of breach of these Terms and Conditions

If you commit a material breach of any part of this Agreement, you immediately lose your rights to use the Website. In addition, ETSA Utilities may suspend your rights and ability to use the Website until you have remedied or compensated for the breach. This would mean you would not be able to access the Website.

You agree that ETSA Utilities has discretion to determine what constitutes a material breach of this Agreement, however, in assessing whether an act or omission constitutes a material breach, ETSA Utilities will use reasonable endeavours to gather the information necessary to make a fair assessment and will make a determination in good faith. In the event that suspension or termination occurs, rights and obligations that would be reasonably expected to survive will survive.

16. Limited license to Site Materials

The Materials on this Site are the property of ETSA Utilities and/or its licensors or the property of other third parties and are protected by trademark, copyright and other applicable laws. Unless expressly provided in these Terms and Conditions, no rights are transferred under this Agreement. Unless otherwise indicated elsewhere on the Website, you may view, download, reference, use and print the documents, software and information available on the Website subject to the following conditions:

- The Materials may be used solely for personal, informational, and internal purposes in connection with your use of the Website or to evaluate your use of the Website.

Unless expressly permitted, you may not:

- modify or alter or distribute the Materials in any way; or
- remove or alter any copyright, trademark or other proprietary notices contained in the Materials.

ETSA Utilities reserves the right to revoke the user's ability to view, download, and print the Materials available on the Website at any time.

The rights granted to you constitute a limited license and not a transfer of title.