



PT UTILITIES

PT ENERGY PTY LTD (ABN. 65 617 886 790) – T/A PT UTILITIES

<http://ptutilities.com.au>

WEB TERMS AND PRIVACY POLICY

The following terms and conditions (**Terms**) are a legally binding agreement between the PT Energy Pty Ltd (ABN 65 617 886 790) (PTE) and its associated and related entities (**PTE, we, us, our**) and you, in respect of any online material, products or information (**Services**) made available by PTL to you on this (or any other) website (**Website**).

1. DURATION

These Terms commence on the date of first use of the website and continue in full force and effect unless terminated earlier in accordance with clause 11.3.

2. SERVICES

2.1 We grant you a license to use the Service subject to and in accordance with these Terms.

3. ACCESS AND USE

3.1 Your access to and use of the Website is conditional on your acceptance of these Terms. If you do not accept these Terms, then you must not access or use or must immediately cease all access or use of the Website.

3.2 You agree that:

- (a) any and all access and use of any Service or the Website by you shall be in accordance with:
 - (i) these Terms; and
 - (ii) any notices displayed on the Website from time to time.
- (b) We may revise, replace or amend these Terms from time to time, at our sole discretion;
- (c) If you allow any person to access or use the Service using your Unique Access Code or identification then you are responsible for the conduct of those persons;

- (d) You will use your best endeavours to ensure that:
- (i) any and all access and use of the Service by you is in accordance with these Terms;
 - (ii) any unauthorised access or use of the Service is immediately notified to us;
 - (iii) all reasonably necessary or desirable security measures, procedures or systems are implemented and maintained by you to enable you to comply with your obligations under these Terms;
 - (iv) You shall provide PTE or PTE's representative with any assistance reasonably necessary or desirable to enable us to locate and stop any person wrongfully accessing or using the Service, by means of any computer system, network or internet portal that is owned, operated or controlled by or on your behalf, in a manner that is in breach of or is inconsistent with these Terms;
 - (v) You shall not enter into any agreement that allows any person to access or use the Service in breach of these Terms or in a manner that is inconsistent with these Terms; and
 - (vi) You shall not assign or sub-license any licence granted under these Terms.

3.3 You agree that:

- (a) You must not use the Website, or post any material on the Website, in any way that causes or is likely to cause the Website or access to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer or device to us;
- (b) you are legally responsible for all user content you submit;
- (c) under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating, or in any way designed to solicit identifying information from anyone under the age of 18 years;
- (d) we may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Website, including providing any and all information about you held by us (whether of a personal nature or otherwise), to those entities;
- (e) you will not:
 - (i) post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind, or any material in contempt of any court or parliament, or encourage any other person to do so;
 - (ii) bypass (or attempt to bypass) any security mechanisms imposed by the Website;

- (iii) harvest or collect email addresses, photographs or personal information of other users;
- (iv) impersonate any person or entity;
- (v) post or transmit false or misleading material or make any form of misleading or deceptive representation;
- (vi) post or transmit any material for fraudulent or otherwise illegal purposes in connection with any criminal offence or any other unlawful activity;
- (vii) knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;
- (viii) exploit the Website for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitations, promotional materials, "spam" or any other materials that are contrary to our commercial or lawful interests);
- (ix) provide access or links to any material (including links to peer to peer network "trackers") which may infringe the intellectual property rights of another person; or
- (x) delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website.

3.4 At our request, you agree to do all things necessary and desirable, either to give effect to these Terms or to help us comply with all regulatory directions and obligations.

3.5 You agree that you shall not make any commercial use of any or all of the Works accessed on the Website. In this clause 3.5, commercial use means use that is for monetary reward and includes, without limitation, use for sale, resale, loan, transfer, hire or any other form of commercial use.

3.6 In the event that you wish to access various areas or sections of a Website, PTE may issue to you a unique username and password (the Unique Access Code).

3.7 You agree that:

- (a) the Unique Access Code is required to access the Service and other sections of the Website;
- (b) you shall not access the Service without having first been issued the Unique Access Code;
- (c) the Unique Access Code is non-transferable;
- (d) you shall keep the details of the Unique Access Code safe and confidential;
- (e) you accept all liability for any activities whatsoever conducted using the Unique Access Code that is issued to you under clause 3.6; and
- (f) you shall not use a Unique Access Code that has been issued by us to some other person.

3.8 You agree that PTL as issued that Unique Access Code may, from time to time and in its sole discretion:

- (a) revoke, vary, suspend or cancel the Unique Access Code;
- (b) carry out maintenance or other work on the Website, that may limit or deny access to you; or
- (c) limit or deny access to the Website or part of the Website, for any reason.

4. USER-GENERATED CONTENT

4.1 This Website may allow you to post information, photos, content, user submissions and/or upload materials to the Website (including features such as live chat and forums) (**User Content**), whether through external websites or otherwise and may also allow you to see user content submitted by other persons.

4.2 By posting, submitting, updating, modifying, transmitting or otherwise making available any User Content on this Website:

- (a) you warrant that you independently created or otherwise have all the necessary rights and permissions needed to submit User Content to the Website;
- (b) you grant to us a royalty-free, non-exclusive irrevocable, perpetual and world-wide licence of the intellectual property rights in the User Content to use, modify, copy, sublicense, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display in any manner and by any means which we may determine (subject to us using reasonable endeavours to implement the Access Controls that you have selected);
- (c) you must ensure, and warrant, that your User Content, and the licence that you grant to us under clause 4.2(b) do not infringe the rights (including intellectual property rights, privacy and reputation) of any other person, and you agree to indemnify us against any third party claims arising from your use of the Website in breach of this clause 4.2(c).

4.3 To the full extent permitted by law (and subject to us using reasonable endeavours to implement the Access Controls that you have selected), you consent to us (and all persons authorised by us) doing anything in relation to your User Content which would otherwise constitute an infringement of your moral rights that you may have in the User Content. To the extent that a waiver, rather than a consent, is required in any jurisdiction, then you waive any moral rights you may have.

4.4 We have the right, but not the obligation, to monitor and review User Content from time to time and we may, at our sole discretion and without prior notice to you, remove or edit any of your User Content for any reason (or for no reason at all).

4.5 Notwithstanding our right to monitor, review and edit any User Content, we are not obliged to do so. We accept no responsibility or liability for any User Content. In particular, you acknowledge and agree that we do not authorise, condone or endorse any user content of any other user, and are not responsible for the accuracy, legality or decency of such content. You are solely responsible for verifying the veracity of any claims or statements made in any User Content.

- 4.6 You acknowledge that, subject to us using reasonable endeavours to implement the Access Controls that you have selected, your User Content will be displayed on the Website, and other users may use, view and download your User Content. We are not responsible for how other users will use your User Content. You should take care before posting anything sensitive or personal about yourself to any part of the Website that is accessible to the public or other users of the Website.
- 4.7 Some user content may refer to opportunities or activities that are organised by other users of the Website. We are not responsible for organising these events and activities, and do not authorise or endorse them. You are solely responsible for determining whether to participate in these events and activities, at your own risk.
- 4.8 If you believe that your rights have been infringed by any other user content, or wish to report any user content that does not comply with these Terms, please contact our administrator at ask@ptutilities.com.au

5. OWNERSHIP AND INTELLECTUAL PROPERTY

- 5.1 You acknowledge and agree that any and all Intellectual Property Rights, title and interest arising in or in relation to the website (IP) remains with or vests in PTE or third parties.
- 5.2 If PTE, or any person, makes available or introduces to you to their intellectual property then all Intellectual Property Rights relating to or associated with that intellectual property will remain the sole property of PTE, or that other person who is the owner or licensee of that intellectual property.
- 5.3 You agree to take all actions and do all things reasonably necessary or desirable to protect our Intellectual Property Rights, title and interest in the Works and the Intellectual Property Rights of any third party.

6. NO PERMISSION TO USE WORKS

- 6.1 Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Website (including its content, materials, programs, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.
- 6.2 All names, logos and trade marks on this Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.
- 6.3 We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

6.4 The following are examples of conduct that are not authorised by these terms:

- (a) publishing or posting any material from the Website on any other website, including on social media pages or websites;
- (b) using the logo or trademarks of this Website,
- (c) registering or maintaining any social media pages or websites that misrepresent or are reasonably likely to misrepresent any affiliation with, or endorsement by, us; and
- (d) systematic downloading or "scraping" of content of the Website.

6.5 We may, from time to time, monitor your use of the Website to determine if you are in breach of these Terms. Such monitoring may include:

- (a) the frequency and nature of any downloads; and
- (b) the time of access and IP addresses used to access the Website.

6.6 We may suspend, limit or terminate your access to the Website (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these Terms.

7. REPRODUCTION AND COMMUNICATION FOR OTHER PURPOSES

7.1 No reproduction or distribution of anything on the Website in whole or in part is permitted without the express written agreement of PTE.

8. PROVIDING FEEDBACK ON WEBSITE

8.1 If you are invited to post comments on the Website you may do so. You cannot post any comment that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, discriminatory, pornographic, misleading or deceptive (as to its subject matter or the identify of its author or poster) or in breach of copyright, trademark, confidence, privacy or any other right or is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, commercial or personal advertising, financial or personal advice or recommendation, or any form of spam. If you see such a comment by another user, please email us with a link to the comment or a copy of it and your reason for objecting to it. We will consider whether there are grounds for editing or removing the comment and take appropriate action, but will not necessarily contact or consult you about our decision. Our decision is final.

9. If you have any other feedback or suggestions in relation to the Website, please feel free to email a description of the feedback or suggestion to ask@ptutilities.com.au We are under no obligation to acknowledge or compensate you for any use of the feedback or suggestion.

ACKNOWLEDGEMENT, WARRANTY AND LIABILITY

9.1 You acknowledge and agree that:

- (a) The Works are protected by copyright, and you do not acquire any ownership rights or intellectual property rights by downloading or copying the Works, or part thereof, from the Website;

- (b) Although we have taken all reasonable steps to ensure that the Works are accurate, we do not make any warranties about the Services or Works, including without limitation any warranty that the Works or Services are complete or error-free;
 - (c) You will not rely on any of the Works without first making independent enquiries to verify facts; and
 - (d) The Website is provided on an 'as available' basis. You agree that the Website may be interrupted for maintenance and repairs, or for any other reason and that access to any Services or Works cannot be guaranteed.
- 9.2 To the fullest extent permitted by law, PTE disclaims any and all express or implied warranties, guarantees or representations regarding:
- (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or the Works or on any external web sites that may be referred to on the Website; and
 - (b) the reliability or fitness for any particular purpose for any service or product contained or referred to on the Website or the Works or on any external web sites that may be referred to on the Website.
- 9.3 You acknowledge and agree that PTE does not warrant, guarantee or make any representation that:
- (a) the Website, the Works or the server that makes the Website available on the world wide web are free of software viruses;
 - (b) the functions contained in any software contained on the Website or the Works will operate uninterrupted or are error-free; or
 - (c) errors and defects in the Website or the Works will be corrected.
- 9.4 You and PTE further agree that, to the fullest extent permitted by law:
- (a) the Works any other materials whatsoever appearing on the Website are provided on an "as is" basis without warranty of any kind, express or implied;
 - (b) So far as permitted by law, we exclude all conditions and warranties relating to the Services, the Works or the Website; and
 - (c) PTL does not warrant or guarantee the accuracy, completeness, merchantability, or fitness for purpose of the Service, the Works, or the Website
- 9.5 To the extent that our liability for breach of any implied warranty or conditions cannot be excluded by law our liability will be limited, at our sole discretion, to re-supply those services or the payment of the costs of having those services resupplied;
- 9.6 In no circumstances will we be liable to you for any indirect, incidental, special or consequential losses or damages including, without limitation, loss of profits, loss of goodwill, loss of data or loss of opportunity.

10. INDEMNITY AND LIMITATION

- 10.1 You agree to release and indemnify, defend and hold PTE, its directors, officers, employees and agents, harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against you or PTL related to or in any way connected with any use of the Service by you or any failure by you to perform your obligations in relation to these Terms. This indemnity shall survive the termination of these Terms.
- 10.2 To the extent permitted by law, in no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of the Website, the Services and the Works (including but not limited to loss arising out of any linked website, any reliance on information obtained through the Website or your use of any Services on the Website, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

11. PRIVACY

11.1 Protecting your privacy

We are committed to protecting your privacy and the privacy of any personal information provided to us. We comply with the Australian Privacy Principles set out in the Privacy Act 1988 and the equivalent legislation in New Zealand (Privacy Act 1993), as updated. Our complete Privacy Policy is available on line at our home page or upon request.

11.2 No Privacy for User generated content

If you elect to create user generated content (comments, blogs, sending texts, participate in on line discussions or forums) then the information you include is not private and will not be afforded the protections set out in our Privacy Policy. Although user generated content is not made available to the general public it is accessible of our staff and related companies. It may also be disclosed in accordance with our privacy policy. It should not be considered private.

11.3 Advertisements

We have the right to sell advertisement space on the Website which may include your account. No user content or personal information will be exposed during this process.

12. TERMINATION

- 12.1 We may immediately terminate these Terms if you breach any term or condition of these Terms and fail to remedy such breach to our satisfaction within seven (7) days of notification from us.
- 12.2 On termination of these Terms:
- (a) you must not access or attempt to access the Service of the Website; and

(b) we may immediately deny you access to the Service of the Website, or any other part of the Website, at our sole discretion.

12.3 Any termination of the licence granted under these Terms shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of these Terms, which is expressly or by implication intended to continue in force after such termination.

13. GENERAL

13.1 These Terms and the documents referred to in the Terms, supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Service.

13.2 You must not assign, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without the prior written consent of PTE.

13.3 These Terms shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

13.4 No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party, nor shall any waiver or those rights operate as a waiver of any subsequent breach.

13.5 Should any part of these Terms be or become invalid or unenforceable, that part shall be severed from these Terms. Such invalidity or unenforceability shall not affect the validity of the remaining provisions of the Agreement.

14. DEFINITIONS

14.1 In these Terms:

(a) **Agreement** means these Terms.

(b) **Intellectual Property Rights** means any intellectual property and industrial property rights of throughout the world including rights in respect of or in connection with any copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs, and circuit layouts whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions and any other intellectual property rights as defined in Article 2 of the World Intellectual Property Organisation Convention of 1967;

(c) **Service** includes all services that may be offered by PTL from time to time.

(d) **Terms** means the terms and conditions contained in this Agreement;

(e) **Works** means any and all publications, content, graphs, charts, data, information, software, processes, programs, documents, or any other materials whatsoever contained on any Website owned by PTE or provided by PTE to any user; and

(f) **You or your** means the Person who uses the Website or program and/or the person who pays any service fee.

14.2 Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of these Terms. A reference to a clause is a reference to a clause of these Terms.



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<http://ptutilities.com.au>

PRIVACY POLICY

PT Energy Pty Ltd (ABN 65 617 886 790) (PTE), (PTE, "us", "we" or "our") is committed to protecting the privacy of the personal information that we collect from you, respecting your rights to privacy and complying with the Privacy Act 1988 (Cth) (the "Privacy Act") and other applicable laws protecting privacy including State and Territory legislation.

The Privacy Act provides you with a number of rights, including the right:

- (a) to know why your personal information is being collected, how it will be used and whether it can be given to anyone else;
- (b) to see what information is held about you and have it corrected if it is incorrect, out of date or incomplete;
- (c) to have your personal information stored securely and protected from unauthorised access or misuse; and
- (d) to know the complaints procedure if you believe your privacy has been infringed.

15. This Privacy Policy details how we comply with our privacy obligations and how we collect and manage the personal information you provide to us. By submitting personal information to us, you agree to our use of your personal information as described herein. Your use of the website PTL at <http://ptutilities.com.au> (the "Website"), is subject to this Privacy Policy. You may not use the Website if you do not agree to this policy.

16. What is your personal information?

When used in this policy, the term "personal information" has the meaning given to it in the Privacy Act. Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

17. Personal Information you disclose on our website is NOT PRIVATE

Once you have access to our site it may allow you to make comments and input data. If you input private or sensitive information then you do so on that basis that that data could be disclosed to our staff, contractors and agents. Although we do not disclose to the public or other users of the site, information

posted by you is not private. You can make no objection to the release or disclosure of that information. Our strong recommendation is that you do not enter personal or sensitive data when blogging or otherwise participating in the trial or utilising the site generally.

18. What personal information do we collect and hold?

There may be cases where, in order for us to provide access to our website, and to notify you of services the personal information collected by us may consist of your name, address, telephone number, photo, email address, age or birthdate, a unique site access ID, company or educational affiliations, profession or occupation, qualifications, titles, contact information, information from your CV, details of our services you have used or enquired about and other information about you. It may also occur if you upload personal data or refer to personal information in any post or message on our website.

Sensitive information is a specific category of personal information, and, when used in this policy the term "sensitive information" has meaning given to it in the Privacy Act. Such information includes membership of a profession or trade association or of a trade union, health information, criminal record, racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs and the like. We may need to collect, hold and disclose limited sensitive information about you in relation to the specific requirements in regard to access to our site, or to provide you with services.

We may collect some de-identified information that is not personal information. This may include aggregated information about how users use the Website, and answers to surveys.

19. How do we collect and hold your personal information?

We ordinarily will collect personal information directly from you unless it is unreasonable or impracticable to do so. We can also collect personal information in a variety of ways, including: directly from you when you make a telephone enquiry;

- directly from you if via the telephone or if you send us personal correspondence, such as emails or letters;
- when you provide information through the Website;
- when you enter competitions run by us;
- from third parties such as from credit reporting bodies;
- from our related companies;
- from publicly available sources of information; and
- from third parties, where it is reasonably necessary or normal business practice.

Personal information is held by us in secure physical and electronic data systems.

20. For what purposes do we collect, hold and disclose your personal information?

We collect personal information about you so that we can perform our services and functions and to provide the best possible quality services to you.

We may also collect, hold and disclose your personal information to perform statistical analyses of user behaviour in order to measure interest in specific areas and articles posted on the Website. The e-mail addresses provided at registration allow us to send e-mails to individuals based on the areas of concern that may be of interest to them.

In general, we also collect, hold and disclose personal information for the following purposes:

- (a) to send communications requested by you, answer enquiries and provide information about existing or new services;
- (b) to provide your updated personal information to related bodies corporate, contractors or service providers if such disclosure is required to administer our business functions or to provide our products and services to you;
- (c) to update our records and keep your records up to date;
- (d) to process and respond to any complaint made by you; and
- (e) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in cooperation with any governmental authority of any country.

We will not intentionally disclose (and will take commercially reasonable steps to prevent the accidental disclosure of) your personal information to third parties, whether for such third parties' marketing purposes or otherwise, except when we believe we are under a legal duty to do so.

If we are unable to collect your personal information, we may be unable to fulfil some or all of the purposes listed above. In particular, we may be unable to provide our services to you or provide you with full access to the Website.

21. To whom do we disclose your information

We may disclose your personal information to:

- (a) any parties necessary to provide the services or products which you purchase or require from us,
- (b) any parties necessary to provide you with access to the Website and external IT service providers to assist in ensuring the security of our computer network is maintained;
- (c) your authorised representatives or your legal advisers (e.g. when requested by you to do so);
- (d) credit reporting bodies or fraud checking agencies (where relevant);
- (e) our related companies;
- (f) our professional advisers, including our accountants, auditors and lawyers;

- (g) government and regulatory authorities and other organisations, as required or authorised by law;
- (h) any regulatory authority as required by law
- (i) contractors or service providers if such disclosure is required to administer our functions
- (j) our employees, related bodies corporate, contractors or service providers for purposes of operation of our website and to fulfil your requests including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors and professional advisors such as accountants, solicitors, business advisors and consultants;
- (k) should we intend to merge with a kindred organisation personal information may be disclosed to that third party; and
- (l) as required or permitted by law.

22. Are cookies and IP addresses used?

The Website use "cookies" to identify you and your interests and to track usage of the Website in order to help personalise your browsing experience. Cookies are small pieces of text stored on your computer that help us know which browser you are using and where you have been on the Website and on website to which you may link in order to use some of our features. Cookies also let us know whether you have registered with us and otherwise enable us to relate your current usage of the Website to your prior usage. If you do not wish to receive cookies, you can set your browser to refuse them. However, a user who does not accept the cookie from the Website may not be able to access certain areas and may limit your use of the Website and some of our services. In administering the Website and diagnosing potential system problems, we also log all IP addresses which access the Website.

23. Direct Marketing Materials

We may send you direct marketing communications and information about our services that we consider might be of interest to you. These communications may be sent in various forms, including mail, SMS, fax and email in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth). If you indicate a preference for a method of communication, we will endeavour to use that method wherever practicable to do so. You consent to receiving direct communications and information from us. However, at any time you may opt out of receiving marketing communications for us by contacting us (see details below) or by using opt out facilities provided in the marketing communications and then we will ensure that your name is removed from our mailing list.

We do not provide your personal information to other organisations for the purposes of direct marketing without your prior consent.

24. Do we disclose your personal information to anyone outside Australia?

We may disclose personal information to our related bodies corporate and third-party service providers and suppliers located overseas for some of the purposes listed above. If we disclose your personal information to persons located overseas we will take reasonable steps to ensure that those organisations agree to comply with the relevant Australian Privacy Principles.

25. How can You access, change, and/or delete information?

You may request access to any personal information we hold about you at any time by contacting us. Where we hold information that you are entitled to access, we will try to provide you with a suitable means of accessing it (for example, by mailing or emailing it to you). We will not charge for making the request or for making any corrections to your personal information. To do so, please contact your PTE representative or our Privacy Officer by the means set out in paragraph 29. We will then contact you to request sufficient information to allow us to confirm your identity. As soon as practicable after your request is received, we will give you access to your personal information.

There may be times when we cannot grant you access to the personal information we hold. For example, if access would interfere with the privacy of others or if it would result in a breach of confidentiality or law, we will not be required to grant you access. We will let you know if this is the case.

If you believe that the personal information we hold about you is incorrect, incomplete or inaccurate, you may request us to amend it by contacting our Privacy Officer. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment, then we will add a note to the personal information stating that you disagree with it. You may also have your personal information deleted. You should be aware that we are required by law to retain certain personal information and such information will not be deleted. We will let you know if we cannot delete your personal information for legal or other reasons.

26. Security

Information you disclose to other users is NOT PRIVATE

Once you have access to our site it may allow you to make comments and input data. If you input private or sensitive information then you do so on that basis that that data will be disclosed to other users of the site or application. It is not private. You can make no objection to the release or disclosure of that information

Our strong recommendation is that you do not enter personal or sensitive data when blogging or otherwise participating in the trial or utilising the site generally.

27. Information collected by us

We take reasonable steps to ensure that your personal information is protected from misuse, loss and from unauthorized access, modification or disclosure. We may hold your information in either or both electronic or hard copy form. Only authorised personnel will be provided with access to personal information. These persons are required to treat this information as confidential and deal with it in accordance with this Privacy Policy. Personal information is destroyed or de-identified when no longer needed.

As the Website is linked to the internet and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any information which you transmit to us online is transmitted at your own risk.

28. Links to third party websites

The Website may contain links to third party websites as a service to our users. We make no representations or warranties in relation to the privacy practices of any third-party website and we are not responsible for the privacy policies or the content of any third-party website. We encourage you to review and understand the privacy policies of the relevant third parties before providing any information to them.

29. Contact our Privacy Officer

If you have any questions in relation to your Personal Information, our Privacy Policy or any concerns or a complaint regarding the treatment of your Personal Information by us, please e-mail us at ask@ptutilities.com.au or call us on 1300 482 942. We will treat your requests or complaints confidentially. Our Privacy Officer will contact you within a reasonable time after receipt of your request or complaint to discuss your concerns and to outline options regarding how they may be resolved.

General information about privacy may be found via <http://privacy.gov.au> and <http://oaic.gov.au>

30. Changes to this Privacy Policy

We may change this Privacy Policy from time to time without prior notice to you and all personal information held by us will be governed by the most recent version of our Privacy Policy. Any updated versions of this policy will be posted on the Website.

WE AGREE THAT

- We have read the terms and conditions and agree to be bound by them
- We have read the privacy policy and agreed to be bound by them

WE NOTE THAT

- any comments we make online or on the site are not private and are not protected by these privacy terms and may be disclosed