
Essential Connections Portal – Terms of Use

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1. Introduction

- 1.1 Essential Energy (ABN 37 428 185 226) (“**Essential Energy**”, “**we**”, “**us**” or “**our**”) is providing you with access to this online connections portal (**Essential Connections Portal**) in your capacity as our customer or business partner (or as an authorised representative of our customer or business partner). References to “**you**” or “**your**” in these Essential Connections Portal Terms of Use (**Terms of Use**) refer to the person browsing, accessing or using the Essential Connections Portal.
- 1.2 The Essential Connections Portal is an online digital service offered by Essential Energy for use by our customers and authorised service providers (**ASPs**), to help you manage your connection projects. The Essential Connections Portal allows you to interact directly with other users, including Essential Energy’s employees, and streamlines the communications process in relation to Essential Energy’s connection projects.
- 1.3 These Terms of Use describe your rights and responsibilities as a user of the Essential Connections Portal. By accessing and using the Essential Connections Portal you agree with Essential Energy on your own behalf and / or as an authorised representative of the customer or ASP you represent to these Terms of Use and you acknowledge reading them. You also confirm that you have read and accepted our:
- 1.3.1 Privacy Policy – <https://www.essentialenergy.com.au/privacy>; and
- 1.3.2 Collection Statement – <https://www.essentialenergy.com.au/collectionstatement>
- 1.4 When you access and use the Essential Connections Portal you acknowledge that you have read, understood and agree to be bound by these Terms of Use, as varied from time to time. If you do not agree to these Terms of Use, you must not access or continue to use the Essential Connections Portal.

2. Using the Essential Connections Portal - Your responsibilities

- 2.1 When you use the Essential Connections Portal, you acknowledge and agree that the submission of any information (including any form) electronically via the Portal is sufficient to meet any requirement for your signature, and is reliable and appropriate for the purpose of communicating the information relevant to the transaction.
- 2.2 Any submission of a form via the Portal is deemed to be a certification that the information contained in the form is complete, accurate, and not misleading and that the submission is compliant with all relevant State and Federal laws and relevant Australian Standards.
- 2.3 You must not use the Essential Connections Portal to engage in or contribute to conduct that:
- 2.3.1 is illegal, disruptive or detrimental to Essential Energy or the Essential Connections Portal;
- 2.3.2 infringes a person's rights (including intellectual property rights) or prevents them from using the Essential Connections Portal;

- 2.3.3 is abusive, harassing, violent, threatening, insulting, defamatory, libellous, indecent, obscene, racist or otherwise discriminatory, inappropriate or objectionable in any way (as determined in Essential Energy's sole and absolute discretion);
 - 2.3.4 could introduce any viruses, worms, trojan horses, cancelbots, time bombs, malicious software or any other computer programming routines that may damage, detrimentally interfere with, surreptitiously or remotely intercept or expropriate any system, data or personal information or interfere with the integrity and/or performance of the Essential Connections Portal and/or Essential Energy's other networks and equipment;
 - 2.3.5 could cause Essential Energy to be in breach of any law or to incur any liability or could violate any law, statute, ordinance or regulation (including, but not limited to, consumer protection, unfair competition, anti-discrimination or false advertising);
 - 2.3.6 spoofs or otherwise impersonates any other person or misrepresents your identity, subject to your right to use a pseudonym in accordance with our [Privacy Policy](#);
 - 2.3.7 involves any attempt to access any account, data or system which you are not authorised to access;
 - 2.3.8 involves decompiling, reverse engineering or reverse assembling of any part of the Essential Connections Portal, including, without limitation, attempting to reveal source code or other processes or formulae embedded within the Essential Connections Portal; or
 - 2.3.9 has (or may have) an unreasonable load on the infrastructure of Essential Energy's network or that has the effect of undermining the integrity and/or reliability of the Essential Connections Portal or damaging or disrupting the Essential Connections Portal.
- 2.4 In addition, you must not, either directly or through any third party:
- 2.4.1 use the Essential Connections Portal other than as a legitimate user or for any purpose not expressly authorised by Essential Energy;
 - 2.4.2 seek reimbursement from any other person for access to the Essential Connections Portal or on-sell any information obtained from the Essential Connections Portal; or
 - 2.4.3 without our prior written consent:
 - (a) reproduce, republish, retransmit, modify, adapt, distribute or translate any information or data on the Essential Connections Portal; or
 - (b) take any action that may retrieve, extract, process, scrape, or index the Essential Connections Portal or via the Essential Connections Portal, any information or data using an automated device, software, process or other similar means.

3. Keeping your Essential Connections Portal account secure

- 3.1 To access and use your Essential Connections Portal account, you will need a username and a password (**Login Details**).

- 3.2 It is your responsibility to ensure the confidentiality and security of your Login Details is maintained. You must not share your Login Details with anyone.
- 3.3 We are not liable or responsible for any loss, damage or breach of privacy that you (or a customer you are acting on behalf of) suffers due to the actions taken by a person using the Essential Connections Portal with your Login Details.
- 3.4 If you become aware of any unauthorised access, disclosure or use of your Login Details or if you believe that someone else may have accessed your Essential Connections Portal account you must notify us immediately at: aspinfo@essentialenergy.com.au. You should change your password immediately if you think someone else has become aware of it.

4. Termination and/or Suspension of account

- 4.1 We reserve the right, in our sole and absolute discretion to lock, restrict, suspend or terminate your access to the Essential Connections Portal, without notice, where you are suspected or deemed to be behaving in an inappropriate manner, or for any other reason.
- 4.2 Without limiting clause 4.3, if you do not comply or we reasonably suspect that you are not complying with your responsibilities set out in these Terms of Use, we may lock, restrict, suspend or terminate your Essential Connections Portal account without notice.
- 4.3 We may close or permanently deactivate your account if we deem it reasonable or necessary to do so, including when:
 - 4.3.1 your Essential Connections Portal account has been permanently locked; or
 - 4.3.2 you have not signed in to the Essential Connections Portal for an extended period of at least 12 months.
- 4.4 If your account has been closed or permanently de-activated, all data held within your account may be permanently deleted. If you wish to resume using the Essential Connections Portal, you will need to create a new Essential Connections Portal account.

5. User Generated Information

- 5.1 You may choose to submit information or data, for example in forms or applications to Essential Energy, and/or to interact with Essential Energy (**User Generated Information**) via the Essential Connections Portal.
- 5.2 You acknowledge and agree that if you choose to submit, upload or post User Generated Information, you own or have the right to submit that User Generated Information and that the User Generated Information must not:
 - 5.2.1 infringe any intellectual property rights (including copyright, database right or trade mark right) or cause any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
 - 5.2.2 deceive and is not likely to deceive any person;
 - 5.2.3 impersonate any person (including Essential Energy or its representatives and employees) or misrepresent your identity or affiliation with any person (including Essential Energy or its representatives and employees); or

- 5.2.1 be illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourage any conduct that would be considered a criminal offence, give rise to civil liability, violate any law or be otherwise inappropriate.
- 5.3 If you become aware or reasonably suspect that any User Generated Information on the Essential Connections Portal may infringe these requirements, you must promptly notify us in writing.
- 5.4 Essential Energy does not claim ownership rights in your User Generated Information, however, by submitting your User Generated Information via the Essential Connections Portal you are deemed to grant Essential Energy an irrevocable, perpetual, non-exclusive, royalty-free and worldwide licence to use, copy, modify, distribute, publish, communicate to the public and process that User Generated Information without further consent from, or notice and/or compensation to, you.
- 5.5 By submitting and/or uploading your User Generated Information to the Essential Connections Portal you consent to anything being done by Essential Energy in respect of that User Generated Information that could otherwise amount to an infringement of your moral rights in such User Generated Information, and represent that you have obtained such consent from all other authors of such User Generated Information.
- 5.6 When you send us any feedback or suggestions or complete a survey in relation to the Essential Connections Portal, you agree that we can use any ideas, concepts, or techniques contained in the feedback, suggestions or survey responses.

6. Privacy

- 6.1 By having a Essential Connections Portal account, you agree to Essential Energy's collection, use, disclosure and handling of your personal information as set out in our [Privacy Policy](#) and the [Essential Connections Portal Collection Statement](#).
- 6.2 You confirm that all of the information, including personal information, you provide to us via the Essential Connections Portal is complete, true, accurate and up to date. If your personal information changes, you agree to update your details promptly.
- 6.3 If you are acting on behalf of another individual, you represent, warrant and undertake that you are authorised to access and use the Essential Connections Portal on their behalf and that in providing information including personal information about any other individual via the Essential Connections Portal:
- 6.3.1 you are authorised to provide us with that information; and
- 6.3.2 you have (and, where relevant, the individual has) complied with all applicable obligations under the *Privacy Act 1988* (Cth) and any other applicable privacy laws.

7. Links to external websites

- 7.1 Our Essential Connections Portal contains links to external websites including payment gateways. We make no representation, warranty or undertaking about the security, availability or accuracy of the information on those websites and we are not liable for any loss suffered by you relating to the information on those websites or for any virus transmitted from them.

- 7.2 While linked external websites may be useful to you, we do not recommend or endorse the information contained in or goods and/or services offered by these external websites. Please contact the relevant third party managing the external website should any issues arise with their website including their goods or services.

8. Linking to the Essential Connections Portal

- 8.1 You must not, either directly or through any third party link the Essential Connections Portal to any other website or application without our prior express written permission.
- 8.2 If you create a link to the Essential Connections Portal Homepage on Essential Energy's website with our prior written permission, the following conditions will apply:
- 8.2.1 Logos, emblems and trade marks of Essential Energy may only be used with permission and must not be used for web linking purposes.
 - 8.2.2 The Essential Connections Portal Homepage must open in a new window and not within a frame of your own branding.
 - 8.2.3 You must not use the link to provide, or in any way imply endorsement of your organisation, services or products by Essential Energy.
 - 8.2.4 You must not pass off content from the Essential Energy website as your own. This includes copying or re-using parts of the website.

9. Disclaimer

- 9.1 Nothing in these Terms of Use excludes, restricts or modifies any consumer guarantee, right or remedy conferred to you by the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 9.2 Subject to clause 9.1, we do not represent, warrant or undertake that the Essential Connections Portal or any information or data in the Essential Connections Portal is or will continue to be fit for purpose, up-to-date, complete, accurate or free from errors, defects or viruses or that the Essential Connections Portal will always be available.
- 9.3 While we take reasonable steps to ensure the availability of the Essential Connections Portal, you accept that the Essential Connections Portal is provided on an 'as is' basis. Your reliance on any information obtained or exchanged via the Essential Connections Portal is at your own risk.
- 9.4 To the extent permitted by law, we do not accept any responsibility or liability for direct, indirect or consequential loss, damage or inconvenience sustained, suffered or incurred by you or any person as a result of your access to and use of the Essential Connections Portal or your reliance on any information or data in the Essential Connections Portal and you release Essential Energy from and against all claims, demands, actions and proceedings arising out of, or in any way related to, the use of the Essential Connections Portal or the use of any information or data located in or accessed via the Essential Connections Portal.
- 9.5 We disclaim, to the extent permitted by law, all warranties, representations or endorsements, express or implied, in regard to the information and data contained in the Essential Connections Portal. This includes but is not limited to, all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

- 9.6 Where our liability with respect to any statutory rights may not be excluded, but may be restricted or modified by agreement, our liability is limited to:
- 9.6.1 In the case of the supply of goods (at our election) doing any one or more of the following – the replacement of the goods or supply of equivalent goods or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and
- 9.6.2 In the case of the supply of services (at our election) doing either or both of the following – the supply of the services again or the payment of the cost of having the services supplied again.
- 9.7 The Essential Connections Portal is not a storage service and you agree that we have no obligation to store, maintain or provide you with a copy of any information or data that you provide, except to the extent required by applicable law or as provided in our [Privacy Policy](#).
- 9.8 You acknowledge that the internet is an inherently insecure communication medium, and your use of the Essential Connections Portal is at your own cost and risk. You must take your own precautions to ensure that the processes which you employ for accessing and using the Essential Connections Portal do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

10. General Terms

- 10.1 The laws of New South Wales, Australia apply to these Terms of Use. Persons using this Essential Connections Portal irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 10.2 If a provision of these Terms of Use is not enforceable for any reason, the provision may be severed from the Terms of Use and the remainder of these Terms of Use remains enforceable.
- 10.3 These Terms of Use, as updated from time to time, constitute the entire agreement relating to the access and use of the Essential Connections Portal and supersede and cancel any prior versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the access and use of the Essential Connections Portal.
- 10.4 If we waive any rights available to us under these Terms of Use, this does not mean that those rights will be automatically waived on another occasion.