

CLIENT PORTAL USER AGREEMENT

This Client Portal User Agreement "Agreement" is made by and between Endeavour Energy and you the "Client" upon the following terms and conditions:

1. Purpose

Endeavour Energy provides a Client Portal to permit easy and secure electronic transfer of documents between the Client and Endeavour Energy, as well as ongoing Client access to certain documents created or maintained by Endeavour Energy.

Endeavour Energy has the sole discretion to decide what documents can be uploaded or viewed on the Client Portal. The Client shall not attempt to access materials for any other party.

2. Portal Availability

The Client agrees and acknowledges that the Client Portal may at times be unavailable due to maintenance or upgrades.

3. Secure Access

Endeavour Energy will use its best efforts to make the Client Portal secure from unauthorised access.

4. No Warranties

Endeavour Energy makes no warranty or representation regarding the quality, currency, accuracy, reliability, performance, completeness or fitness for purpose of any part of the information and content on the Client Portal. The Client assumes all risk of use. No warranty is given that the Client Portal will be free of viruses or error free.

5. No Prohibited or Unlawful Use

The Client is prohibited from using the Client Portal to damage or interfere with the Client Portal. Posting or transferring unlawful material may constitute an offence.

6. Collection of Personal Information

Endeavour Energy is bound by the Australian Privacy Principles (APPs). The APPs are set out in the *Privacy Act 1988 (Cth)* and govern how organisations handle personal information.

Endeavour Energy collects and holds a range of personal information that is reasonably necessary for the purpose of supplying customers with services and products. To carry out those purposes, Endeavour Energy may need to use and disclose personal information to establish and maintain any necessary accounts or records, credit checks, invoicing and billing systems, debt recovery and market research, and to develop new and better services. Endeavour Energy will use the Client's personal information only for the purpose for which it was collected, unless Endeavour Energy has the Client's consent, or the different use is permitted under the APPs.

Endeavour Energy also collects and stores the Client's National Meter Identifier (NMI) and NMI address (the meter location which may be the same as the Client's personal address). A NMI is an identification number that helps to identify a particular

meter. Endeavour Energy will do all that it reasonably can so that the information it holds is accurate, up-to-date, complete and relevant.

Generally, it is necessary for Endeavour Energy to collect the Client's personal details so that it can provide the Client with the services or products. However, if it is practicable and lawful to do so, Endeavour Energy will give the Client the option of dealing with it anonymously or through the use of a pseudonym.

7. Web usage information

When the Client uses the Client Portal, Endeavour Energy may collect additional information about the Client's use of the Client Portal, which may or may not identify the Client. For instance, Endeavour Energy may collect information about which pages the Client visits to help determine which parts of the Client Portal it values, so that Endeavour Energy can build and develop the Client Portal to best meet Client needs. Endeavour Energy may also collect information about the Client's internet browser and operating system, the address of the referring site, the internet protocol address and clickstream information. This information helps Endeavour Energy to understand how the Client came to find the Client Portal and may be used for targeted communication.

8. Cookies

Endeavour Energy may use third party cookies or other similar technologies to collect or receive web usage information from the Client Portal.

Cookies are small pieces of information which may be stored on the computer by Endeavour Energy's website server, to remember the Client's browser (not the Client personally). To find out more about cookies, including how to manage them, see <https://www.choice.com.au/electronicandsand-technology/internet/internet-privacy-and-safety/articles/how-browser-cookies-work>.

9. Storage of personal information

Endeavour Energy takes reasonable steps so that personal information held by it is secure from such risks as loss and interference, or unauthorised access, destruction, use, modification or disclosure. Endeavour Energy's technology systems are password protected and it uses security monitoring, access control systems and encryption systems (security measures for the internet). It also maintains physical security over paper files, data stores and premises, including locks and security systems. Access to personal information is restricted to authorised personnel, who need to access those records as part of their job.

Endeavour Energy may engage third party data storage providers to store and secure data, including personal information of customers on the basis that the information is properly secured and protected.

10. Destruction of personal information

Endeavour Energy takes reasonable steps to destroy or de-identify personal information that it no longer needs.

11. Outsourcing and Advice

Endeavour Energy may disclose personal information that it collects to third parties to which it contracts out specialised functions, such as mailing houses, printing

companies, data storage companies, information technology providers and legal and accounting services. This includes disclosing sensitive information about life support customers to such third parties who perform functions that assist us to meet our obligations in respect of those customers.

12. Research and surveys

Endeavour Energy may disclose personal information to third parties (such as government agencies and research partners) for reporting purposes in connection with the projects and trials Endeavour Energy conducts from time to time. The general policy is to de-identify the information it discloses to third parties for research purposes. However, where personally-identifying information is provided to third parties, Endeavour Energy will take reasonable steps to make the relevant individuals aware that information about them is being disclosed and obtain their consent to do so where necessary.

13. Disclosures required by law

For legal reasons, and in special circumstances, Endeavour Energy may need to make disclosures of the Client's personal information. This may occur where Endeavour Energy is required to disclose the Client's personal information to law enforcement agencies, government agencies, courts or external advisors.

14. Does Endeavour Energy disclose personal information to entities located overseas?

Endeavour Energy may disclose personal information to service providers or research organisations located outside of Australia. For instance, it may disclose the Client's personal information (such as your credit card details) outside Australia if the Client use a payment method (including a credit card issued overseas), which requires Endeavour Energy to communicate information about the Client internationally (for example, to the Client's bank if it is outside Australia).

15. Disclaimer

Endeavour Energy is not liable (whether in contract, negligence or otherwise) for any indirect or consequential loss arising out of the use of the Client Portal, including loss of profits.

Endeavour Energy is not responsible for the information or content of any site accessed, or linked to, from the Client Portal. Endeavour Energy makes no representations about the accuracy of the information on those websites and is not liable either for the content on those websites or for any virus transmitted from them.