

**ENERGY AND WATER OMBUDSMAN (SA) LIMITED
PORTAL TERMS AND CONDITIONS**

1. INTRODUCTION

- 1.1 These Conditions govern your use of and access to the Portal. Please read them carefully.
- 1.2 These Conditions are in effect at all times while you are using the Portal. By using the Portal, you agree to these Conditions and acknowledge that you have read and understood them (in their current form as at the time you click "I agree", "I accept" or any other similar phrase or button indicating your agreement).
- 1.3 If you do not agree to our Conditions, you must immediately stop using the Portal.
- 1.4 We reserve the right to amend these Conditions at any time.
- 1.5 The Portal is a digital platform through which Registered Users may access, post, upload Case Material, view status, pending actions and deadlines, communicate with us about Case Material, and access our determinations, guidelines, and publications.

2. ELIGIBILITY AND ACCESS

2.1 Access

- 2.1.1 Access to the Portal may be granted to an Organisation (acting through its Administrators and Registered Users) or to an individual in their personal capacity, including an Individual User, Limited Access User, or any other user approved by us from time to time.
- 2.1.2 A Registered User may be an Organisation, Administrator, an Individual User, a Limited Access User, or any other person we may approve from time to time.
- 2.1.3 If you wish to become a Registered User, you must complete our registration process, which requires you to:
 - (a) submit your full name, role, email address, telephone number, and (where relevant) the name of your employer, and any other information we may reasonably request from you;
 - (b) confirm that you are authorised to access and use the Portal, which may include by your employer (where relevant);
 - (c) confirm that you have completed or will complete any required induction or training specified by your employer, Organisation, or by us from time to time;
 - (d) accept these Conditions.
- 2.1.4 Upon completing our registration process, each Registered User will be given unique login credentials to access the Portal, including a username and password. Other authentication methods may also be used, including Single Sign-On (SSO) via an approved identity provider. These credentials are personal to the Registered User and must not be shared with any other person.
- 2.1.5 Each Registered User agrees to keep their account details up to date via the Portal or by notifying us in writing.
- 2.1.6 We may in our absolute discretion at any time and without prior notice:

- (a) decline to register any person as a Registered User, or amend, limit, suspend, terminate, or revoke their access to the Portal;
- (b) modify and update the access requirements to the Portal, including the information we require you to provide in order for you to access your account.

2.1.7 Where we exercise a right under these Conditions to amend, limit, suspend, terminate or revoke access to the Portal for a Registered User of an Organisation, we will notify the Organisation's Administrator.

2.2 Access and User Tiers

We may establish different levels of Portal access in our discretion. We may determine and allocate the applicable User Tier for each Registered User in our discretion. Registered Users may only access information appropriate to their assigned tier.

3. ORGANISATION ADMINISTRATORS

3.1 Each Organisation must nominate one or more persons to act as an Administrator in respect of that Organisation. By nominating an Administrator, the Organisation acknowledges that each Administrator is taken to have authority to act on the Organisation's behalf in connection with the Portal, and the Organisation is bound by any act or omission of its Administrator and Registered Users in connection with the Portal and these Conditions to the maximum extent permitted by law.

3.2 An Administrator is responsible for:

- 3.2.1 registering and administering the Organisation Account;
- 3.2.2 acting as the primary point of contact between the Organisation and us in relation to access to and use of the Portal, including the management of login credentials and Registered User accounts associated with the Organisation;
- 3.2.3 requesting or assigning User Tiers for the Organisation's Registered User accounts associated with the Organisation, which we may amend or revoke in our discretion;
- 3.2.4 maintaining and reviewing the Organisation's Registered User access list to ensure that only authorised persons who require access to the Portal are registered, and that access is promptly removed when it is no longer required (including when a user changes role or leaves the Organisation);
- 3.2.5 submitting and managing requests to register, amend, or deregister Registered Users on behalf of the Organisation;
- 3.2.6 taking reasonable steps to ensure that the Organisation's Registered Users are aware of and comply with these Conditions;
- 3.2.7 promptly notifying us of any change to a Registered User's access requirements, including where a Registered User ceases to be employed or engaged by the Organisation or no longer requires access to the Portal.

3.3 We may act on instructions given by an Administrator as if they were given by the Organisation.

3.4 An Administrator must be an employee or officer of the Organisation and must be authorised by the Organisation to perform the functions described in clauses 3.1 and 3.2. We may require the Organisation or Administrator to provide reasonable evidence of that authorisation.

- 3.5 By registering for access to the Portal as an Administrator, the Administrator warrants that they are authorised by their Organisation to perform the functions described in clauses 3.1 and 3.2.
- 3.6 An Organisation may nominate a replacement or additional Administrator at any time by providing written notice to us in the form required by us. Any such nomination takes effect once we confirm the registration of the relevant Administrator.
- 3.7 If an Administrator ceases to hold that role for any reason (including due to resignation, termination of employment, or removal by the Organisation), the Organisation must notify us.
- 3.8 The Organisation is responsible for all acts and omissions of its Administrators and Registered Users in connection with the Portal and these Conditions, including any failure to comply with these Conditions. The appointment of an Administrator does not limit or affect an Organisation or Registered User's obligations under these Conditions.
- 3.9 We may communicate or deal directly with any Registered User where we consider it necessary or appropriate, despite the nomination of an Administrator.

4. LOGIN CREDENTIALS

- 4.1 You must:
 - 4.1.1 keep your login credentials strictly confidential;
 - 4.1.2 You must not allow any other person to access or use your account or credentials;
 - 4.1.3 use multi-factor authentication;
 - 4.1.4 immediately notify us if login credentials are lost, stolen, compromised, or if unauthorised access is suspected;
 - 4.1.5 ensure access devices are secured and subject to appropriate security controls; and
 - 4.1.6 log out of the Portal at the conclusion of each session.
- 4.2 We reserve the right to cancel your login credentials, reissue a replacement username and password, and take such other action that we consider necessary in order to protect the security of your account and the Portal.

5. PERMITTED USE

- 5.1 Portal access is granted to you for the following purposes, which may be affected by the User Tier allocated to you:
 - 5.1.1 accessing, viewing, uploading, reviewing, and managing Case Material in connection with complaints, disputes, or other matters in which the Organisation is a participant or otherwise involved;
 - 5.1.2 submitting responses, updates and requests in connection with a Case;
 - 5.1.3 communicating with us about Case Material or other matters that are within the jurisdiction of the Scheme.
 - 5.1.4 accessing guidelines, publications, help resources, reports/analytics and other documents made available by us through the Portal;
 - 5.1.5 where you are an Administrator, administering and managing Portal access for the Organisation's Registered Users.

5.2 You must use the Portal in accordance with these Conditions and any reasonable instructions given by us.

5.3 You must not use the Portal for any purpose other than those set out in clause 5.1.

6. OUR PORTAL

6.1 While we take all reasonable care in the design, operation, maintenance, content, and security of the Portal, we make no guarantee or warranty (whether express or implied) that:

6.1.1 access to or use of the Portal will be uninterrupted, timely, secure, or error free, or free from viruses or other harmful components;

6.1.2 the Portal will be secure or free from unauthorised access, cyber attacks, or other security breaches;

6.1.3 any content, material, or information available on or through the Portal is complete, accurate, reliable, or current.

6.2 Where the Portal contains information, opinions or advice of or given by third parties, we do not endorse such information, opinions or advice or give any guarantee or warranty as to the accuracy or reliability of such information, opinions or advice.

6.3 You must take your own precautions to ensure that the way you access the Portal does not expose you to the risk of viruses, malicious computer code, cyber attacks, security breaches or other forms of interference which may damage your computer system or compromise your confidential information. To the maximum extent permitted by law, we are not responsible for any interference or damage to your computer systems or confidential information arising in connection with your use of the Portal or any other website linked to the Portal.

6.4 We may ask other people to analyse traffic on the Portal and they may use cookies to do so. Cookies are small text files that are transferred to a user's hard drive by a website for the purpose of collecting information about a user's identity, browser type or website visiting patterns.

6.5 Each Organisation is responsible for maintaining their own records. The Portal is not intended to be a primary document management system for Organisations.

7. LINKS TO OTHER WEBSITES

Any links to third party websites located on the Portal are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked in the Portal, you do so at your own risk.

8. YOUR CONDUCT

8.1 You must not upload, post, or send to or from the Portal any information or other material:

8.1.1 that is inaccurate or misleading or deceptive in any material respect;

8.1.2 that contains images of another person without that person's permission (or in the case of a minor, the minor's parent or legal guardian);

8.1.3 for which a third party holds the Intellectual Property Rights where you have not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;

- 8.1.4 that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia;
 - 8.1.5 that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data; or
 - 8.1.6 that may be used in connection with spamming, spimming, phishing, trolling or similar activities.
- 8.2 You must not use the Portal for:
- 8.2.1 the advertising, promotion or sale of goods or services or any other commercial activity;
 - 8.2.2 any conduct that would be a criminal offence, give rise to a civil liability, or otherwise be contrary to the law in Australia,
- nor may you solicit our employees, officers, agents, or any Other User for such purposes.
- 8.3 You must not through the Portal or in any other manner, harass, annoy, intimidate or threaten us or our employees, officers, agents or any Other Users.
- 8.4 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person contravening this clause.
- 8.5 You agree that you are responsible for any Liability we incur to the extent it is caused by your breach of these Conditions.

9. OUR LIABILITY

- 9.1 Nothing in these Conditions excludes any rights or remedies that cannot be excluded under applicable law, including the Australian Consumer Law, to the extent it applies.
- 9.2 To the maximum extent permitted by law:
- 9.2.1 all guarantees, conditions, warranties or other terms which may be implied by law or otherwise in connection with these Conditions, your use of the Portal, or the licence in clause 12.3 are excluded;
 - 9.2.2 we are not liable for any Liabilities suffered or incurred by you in connection with these Conditions, your use of the Portal, any linked website, or the licence in clause 12.3, and you release us from any Claim relating to such Liabilities;
 - 9.2.3 in no circumstances will we be liable for any indirect, consequential or special loss, including loss of profits, loss of revenue, loss of data, or business interruption, suffered or incurred by you or any third party in connection with these Conditions, your use of the Portal, or the licence in clause 12.3;
 - 9.2.4 you use the Portal at your own risk and release us from any Claim in connection with these Conditions, your use of the Portal, and the licence in clause 12.3.

10. CONFIDENTIAL INFORMATION

- 10.1 You:
- 10.1.1 may use Confidential Information only for the purposes of progressing or otherwise being involved in a Case, or communicating with us about Case Material;
 - 10.1.2 must keep confidential all Confidential Information and must not disclose it except:
 - (a) to persons who have a legitimate need to know for those purposes (and only to the extent necessary), provided that those persons are subject to obligations of confidentiality no less restrictive than those in these Conditions;
 - (b) where disclosure is required by law;
 - 10.1.3 must implement and maintain reasonable controls to prevent unauthorised access to or disclosure of Confidential Information; and
 - 10.1.4 must promptly notify us of any actual or suspected unauthorised access to or disclosure of Confidential Information.
- 10.2 The obligations in this clause 10 continue notwithstanding suspension or termination of your access to the Portal.
- 10.3 You indemnify us against all Liabilities we incur in connection with any breach of this clause 10 by you.

11. PRIVACY

- 11.1 We are committed to protecting your privacy. We may collect Personal Information to provide and market our services, and to generally carry on our operations, in accordance with our [Privacy Policy](#). We may disclose that information to our employees and to other persons (which may include suppliers and contractors) where required in connection with the provision of our products or services. We may also disclose that information to others who assist us in our operations.
- 11.2 If you do not provide us with any Personal Information we may request from you, we may not be able to provide you with our services or otherwise assist you.
- 11.3 Our [Privacy Policy](#) contains information about how you may access or correct information we hold about you, how you can complain about a breach of privacy and how we will deal with such complaints.

12. INTELLECTUAL PROPERTY

- 12.1 Except as expressly provided in this clause, you acquire no Intellectual Property Rights in using the Portal.
- 12.2 Other than your Background IP, copyright and other Intellectual Property Rights in all material on the Portal and underlying software codes and programs are owned by us or licensed by us.
- 12.3 We grant you a non-exclusive, non-transferable, royalty-free licence to display content from the Portal on a computer screen or other electronic device and to print and download material from the Portal for your internal business use in connection with a Case, provided that you do not modify such material without our consent.
- 12.4 The licence in clause 12.3 terminates automatically and without the requirement for notice in the event you breach any of your obligations under these Conditions.

- 12.5 Subject to the limited licence in clause 12.3, except as permitted under the *Copyright Act 1968* (Cth) and equivalent legislation applicable in your location, you may not, in any form or by any means:
- 12.5.1 download, print, display, perform, reverse engineer, modify, reproduce, transmit, disseminate or publish such material;
 - 12.5.2 use, or permit the use of, any software or tool to copy, collect, mine or scrape any of the material (including metadata) on the Portal for the purposes of machine learning and/or for any other artificial intelligence purpose, including (but not limited to) the use of artificial intelligence technology to generate, synthesise or combine any material on the Portal with any other data or content;
 - 12.5.3 create derivative works from any part of such material; or
 - 12.5.4 commercialise any information, products or services obtained from any part of the material,
- without our consent or, in the case of third party material, the consent of the owner of the copyright in that material.
- 12.6 By posting or sending material to or from the Portal or otherwise providing material to us (including material incorporating your Background IP), you:
- 12.6.1 warrant to us that such material does not infringe any Intellectual Property Rights of any person; and
 - 12.6.2 grant us an irrevocable, perpetual, non-exclusive, royalty free licence to use, download, print, display, modify, adapt, copy, reproduce, transmit, disseminate, publish, and otherwise deal with such material, and to create derivative works from any part of such material, for the purposes reasonably required to administer a Case, operate the Portal, perform our functions, comply with our legal obligations, and to grant sublicenses of those rights for those purposes.
- 12.7 You must notify us as soon as practicable in the event you believe that any material on the Portal constitutes an infringement of any Intellectual Property Rights and provide us with details and supporting evidence as we may reasonably request.

13. LEGAL PROFESSIONAL PRIVILEGE

- 13.1 Uploading legally privileged material to the Portal may constitute a voluntary disclosure and may result in a waiver of legal professional privilege in relation to that material. You should consider obtaining independent legal advice before uploading any material that may be subject to legal professional privilege.
- 13.2 You should take particular care before uploading or posting material such as:
- 13.2.1 legal advice or communications with lawyers;
 - 13.2.2 internal investigation reports;
 - 13.2.3 documents prepared for the purpose of obtaining legal advice.
- 13.3 To the maximum extent permitted by law, we accept no Liability for any loss of privilege arising from your decision to upload or post material to the Portal.

14. RESERVATION OF RIGHTS

- 14.1 We reserve the right to remove or modify any material on our Portal at any time.
- 14.2 We reserve the right to carry out our own investigations by various means for the purposes of verifying any information which you send or post to or from our Portal and you consent to us carrying out such investigations. However, we make no warranties or representations about the conduct of such enquiries and will not be responsible to you for any information incorrectly verified.

15. CONTACT US

Please do not hesitate to send us any queries, comments or requests for information you may have regarding these Conditions.

16. GENERAL

- 16.1 Unless otherwise provided, we may in our discretion give (conditionally or unconditionally) or withhold any approval or consent under these Conditions.
- 16.2 You must not assign or otherwise deal with these Conditions or any right or obligation under these Conditions without our written consent.
- 16.3 These Conditions cover the entire agreement and understanding between you and us with respect to your use of the Portal and supersede any prior agreement or understanding.
- 16.4 If there is any conflict between anything in these Conditions and anything else on our Website (including our Website Conditions), these Conditions prevail.
- 16.5 A waiver of a provision of or right under these Conditions by us must be in writing signed by us and is effective only to the extent set out in the written waiver.
- 16.6 The failure, delay, relaxation or indulgence in exercising a power or right under these Conditions is not a waiver of that power or right.
- 16.7 An exercise of a power or right under these Conditions does not preclude a further exercise of it or the exercise of another right or power.
- 16.8 Any indemnity or release in these Conditions survives termination of access to or closure of the Portal. Any other provision in these Conditions intended to do so, survives the suspension or termination of access to or closure of the Portal.
- 16.9 The validity and interpretation of these Conditions are governed by the laws of South Australia. Any dispute in connection with these Conditions is subject to the exclusive jurisdiction of the courts of South Australia.

17. DEFINITIONS

In these Conditions, unless the context otherwise requires:

- 17.1 **Administrator** means a person authorised by an Organisation to administer that Organisation's access to and use of the Portal, including their Registered Users. An Administrator may be a Registered User.
- 17.2 **Australian Consumer Law** means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 17.3 **Background IP** means all Intellectual Property Rights owned or licensed by a person that are created or developed independently of, and not derived from, the Portal or any material on the Portal.

- 17.4 **Case** means any complaint, dispute, investigation, enquiry, referral or other matter administered by us, including any matter to which Case Material relates.
- 17.5 **Case Material** means any document, correspondence, submission, data, record, or other information relating to a Case.
- 17.6 **Claim** means any claim, demand, action or cause of action, whether in contract, tort, equity or under statute, and any loss, cost, expense or Liability arising from or in connection with such claim, demand, action or cause of action.
- 17.7 **Conditions** means these Portal Terms and Conditions as amended from time to time.
- 17.8 **Confidential Information** means all Case Material and any other information that is accessed, communicated, or uploaded through the Portal that is confidential in nature, irrespective of whether it is expressly marked or designated as confidential, except information that is public knowledge (other than as a result of a breach of confidentiality under these Conditions).
- 17.9 **Consumer Guarantees** means the consumer guarantees under the Australian Consumer Law.
- 17.10 **EWOSA** means Energy and Water Ombudsman (SA) Limited ACN 089 791 604.
- 17.11 **Individual User** means a Registered User who access and uses the Portal in their personal capacity and not on behalf of an Organisation.
- 17.12 **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), information and know-how, plans, systems (including computer systems and programs), trade mark, service mark, design, inventions (including patents), data bases, directions, technology, discoveries, improvements, processes, formulae, techniques, manuals, instructions, source and object codes for computer software, program files, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions).
- 17.13 **Liabilities** means liabilities, losses, damages, actions, causes of action, arbitrations, claims, orders, judgments, outgoing, costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent.
- 17.14 **Limited Access User** means a Registered User who is granted access to the Portal on a limited basis, including access restricted to viewing or downloading specific materials.
- 17.15 **Member** means a member of EWOSA whose membership has not been suspended or terminated, and **Members** has a corresponding meaning.
- 17.16 **Organisation** means any entity (including a body corporate, partnership, trust or other organisation or body), including a Member.
- 17.17 **Organisation Account** means a Portal account created for an Organisation by an Administrator in accordance with these Conditions.
- 17.18 **Other User** means a third party using our Portal.
- 17.19 **Personal Information** has the meaning set out in the Privacy Act.
- 17.20 **Portal** means the online portal controlled and administered by us from time to time.
- 17.21 **Privacy Act** means the *Privacy Act 1988* (Cth).
- 17.22 **Registered User** means a person who has completed the registration process for the Portal and has been issued with login credentials.

- 17.23 **Scheme** means the South Australian Energy and Water Ombudsman Scheme operated by us.
- 17.24 **User Tier** means a category of access to the Portal determined by us from time to time.
- 17.25 **Website** means the websites at ewosa.com.au and includes all information tools and other material posted or accessible from that website.
- 17.26 **We, our** and **us** refers to EWOSA and its officers, employees, agents and contractors, including without limitation site hosts, operators, developers, and contributors of Portal content.
- 17.27 **Website Conditions** means the terms and conditions for the access to and use of our Website, as amended from time to time.
- 17.28 **You, your** and **yourself** refers to any person viewing or using the Portal, including any links from the Portal, either wholly or in part and includes a person who contacts us through our Portal.

18. INTERPRETATION

In these Conditions, unless the context otherwise requires:

- 18.1 headings do not affect interpretation;
- 18.2 singular includes plural and plural includes singular;
- 18.3 words of one gender include any gender;
- 18.4 a reference to a party includes its employees, officers, contractors, executors, administrators, successors and permitted agents and assigns;
- 18.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 18.6 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 18.7 a provision is not to be construed against us only because we prepared it;
- 18.8 an unenforceable provision or part of a provision may be severed, and the remainder of these Conditions continues in force, unless this would materially change the intended effect of these Conditions;
- 18.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.