

GLOBAL SCENE PRODUCTS PTY LTD

(ABN 67141238119)

T/A STREET SMART ENERGY

(HEREIN AFTER CALLED "STREET SMART ENERGY")

STREET SMART ENERGY TERMS & CONDITIONS

1. *Acceptance and Eligibility*

If you continue to use the Street Smart Energy Website, you acknowledge that by doing so you are accepting the Terms and Conditions and the Privacy Policy which follow.

To use the Street Smart Energy service you acknowledge that you are 18 years of age or over.

Street Smart Energy reserves the right to make all final decisions on eligibility to use the Street Smart Energy service with an appropriate selected Energy Retailer.

2. *Street Smart Energy's Role*

Street Smart Energy operates as a facilitator seeking to match your energy needs with the most cost effective Energy Retailer. Street Smart Energy is not your Agent nor is it acting as the Agent of the supplier of the energy (the Energy Retailer). Street Smart Energy encourages the Energy Retailer to provide the most competitive rate possible through the creation of buying pools of consumers. You acknowledge that the price of energy fluctuates from time to time and you acknowledge that you will not hold Street Smart Energy responsible for such fluctuations under your contract with the Energy Retailer.

You also acknowledge that the Supply Charge component of your total electricity charges from the Energy Retailer may be regulated by State or Federal Governments and is provided by the Network Manager. Further, neither Street Smart Energy or the Energy Retailer have any control over this charge and it may fluctuate from time to time you will not hold Street Smart Energy responsible for such fluctuations under your contract with the Energy Retailer.

3. *Payment of Commissions*

Street Smart Energy discloses that it may receive a fee or commission from an Energy Retailer which successfully contracts with you. You acknowledge that by entering a contract with the Energy Retailer you will be responsible for all payments due to them for the supply of energy to you.

4. *Street Smart Energy Warranties*

You acknowledge that Street Smart Energy will use its best endeavours to obtain reduced energy rates on behalf of all users in your buying pool, however you agree that the final contract for the supply of electricity is at the discretion of the Energy Retailer and supply is dependent upon mutually agreed commercial terms, including (but not limited) to your credit history and your energy consumption requirements.

You also acknowledge that the information provided to Street Smart Energy by you is true and correct and failure to submit accurate information could result in termination of your contract with the Energy Retailer.



You agree that you shall make no claim or bring any suit seeking compensation against Street Smart Energy as the result of such termination and will not hold Street Smart Energy responsible as a result of such termination.

5. *Change of Terms & Conditions*

Street Smart Energy may change these terms at its discretion and such changes will appear on this website and by continued use of the website you agree to accept such changes to the Terms and Conditions. Street Smart will advise you of any such changes.

6. *Use of Information*

You agree that Street Smart Energy and the Energy Retailer may use information provided by you for the purposes of credit checking and other purposes and you authorise and consent to Street Smart Energy disclosing such information provided by you to the Energy Retailer and you agree that any information provided by you to Street Smart Energy may be provided to any Energy Retailer from time to time.

You agree that the information provided by you may be held by Street Smart Energy on its data base.

7. *Use of the Website*

You will not use the Street Smart Energy Website in any way calculated to cause annoyance or for unauthorised use or for fraudulent purposes.

You agree not to furnish any data which is incorrect or attempt to use the website in a manner which will frustrate Street Smart Energy's security or networking procedures.

You agree that you will not provide any person with your user name or password and that you will keep your password confidential.

8. *Intellectual Property*

Street Smart Energy retains intellectual property rights with regards to information data and materials used or appearing on the Street Smart Energy Website, including (but not limited to) all software, tools, knowhow, equipment, processes, trademarks, logos or other materials.

You agree that you will not attempt to obtain title to any of Street Smart Energy's intellectual property and that you may not reproduce or adopt any of it in any way except with the written consent of Street Smart Energy.

9. *Limitation of Liability*

Street Smart Energy will use its best endeavours to ensure that the information provided to the Energy Retailer is correct, but at no time does it make any warranty in relation to the supply of energy to your Business or your Customers by the Energy Retailer and will not be held responsible for any loss occasioned by your Business or your Customers as a result of the interruption of supply of Energy to your Business or your Customers by the Energy Retailer for whatever reason.

You acknowledge that Street Smart Energy is not an Energy Retailer and will not accept any liability for losses arising from your use of any energy supplied by the Energy Retailer.

10. *Indemnity*

You will indemnify and hold Street Smart Energy and its parent companies, subsidiaries, affiliates, officers, directors, agents, employees, partners, suppliers, franchisees & franchisors harmless from and against any claims, demand, procedures, losses and damages of every kind and nature including indirect or consequential losses and all legal fees



suffered, incurred or made by you or the Energy Retailer arising out of, or in any way connected to your use of the Street Smart Energy service.

11. Disclaimer

You acknowledge that Street Smart Energy uses its best endeavours to ensure that the information as part of the service is updated regularly but does not guarantee the accuracy of the information forming part of the service and you should verify all pricing prior to entering into a contract with the Energy Retailer.

The information provided as part of the service has been provided by the energy retailer and any information provided by the Energy Retailer after your use of the service overrides any information provided by Street Smart Energy which does not in any way warrant or represent the service compares favourably with all of the services available on the market at any particular time.

12. No Partnership or Agency

Nothing in this agreement shall be construed to create a joint venture, partnership or agency relationship between You and Street Smart Energy or the Energy Retailer and neither party shall have the right to pledge credit or incur any costs in the name of or on behalf of the other.

You shall not assign or delegate or deal with your rights or obligations under this agreement without the written consent of Street Smart Energy.

13. Entire Agreement

This agreement represents the entire agreement between the party and supersedes any other representations, whether oral or written.

14. Notices

Unless otherwise stated in this agreement Notices are to be in writing and be delivered by electronic mail (other than for the purposes of legal process) or by pre-paid post to the customer at the address supplied to Street Smart Energy.

15. Governing Law

This agreement shall be governed and construed with in accordance with the laws of New South Wales.

