

## Pacific Blue Retail Online Customer Portal – Terms and Conditions

### 1. GENERAL

- a. The Pacific Blue Retail Online Customer Portal (**'Portal'**) is owned and operated by Pacific Blue Retail Pty Ltd (ABN 43 155 908 839) (**'Pacific Blue'**, **'we'**, **'us'**).
- b. The Portal is available for you to access and view information associated with your energy account, subject to these terms of use (**'Terms'**). These Terms govern you or your nominated representative (whether personally, or on behalf of a company).
- c. We may modify, alter, or supplement these Terms from time to time. We may notify you of such variations. If you do not agree with our variations, then you must discontinue using the Portal immediately.

### 2. YOUR OBLIGATIONS

- a. You must:
  - i. comply with the Terms and any applicable laws in accessing and using the Portal;
  - ii. provide us with true, accurate and up-to-date information of your personal details associated with your Pacific Blue Retail account;
  - iii. provide us, on request, any identification to allow us to confirm that you are authorised to access and use the Portal as per your account details.
- b. You acknowledge and agree that:
  - i. you are solely responsible for the use and control of any software or hardware (including computers, computer systems or other communication devices) needed to access the Portal and you must ensure they are functioning properly, free from viruses, malicious codes, bugs or other threats that may cause disruption to your internet connection or ability to access the Portal;
  - ii. Pacific Blue is in no way responsible for your computer, phone, internet or data, including your set-up, maintenance and ongoing costs associated with your use of the Portal.
  - iii. your access to the Portal is dependent on the availability and functionality of software, telecommunications servers and services provided by third parties. We do not control or operate these services or their effect on the Portal.
  - iv. Pacific Blue may shut down or suspend the use of the Portal at any time in conjunction with any testing or maintenance it may need to conduct and to the extent permitted by law we take no liability whatsoever for any loss incurred as result of our maintenance or testing activities;

- v. Pacific Blue may modify, upgrade or make changes to the Portal at its absolute discretion.

### 3. INTELLECTUAL PROPERTY

- a. All intellectual property rights in the Portal are the exclusive property of Pacific Blue.
- b. Any intellectual property developed or created by you by your actions in using the Portal will vest in Pacific Blue, and you will be taken to have assigned all rights, titles and interest in such intellectual property to Pacific Blue as well as agree to do any acts required by us to affect such assignments.
- c. You must not breach any obligations with respect to intellectual property rights, or infringe any intellectual property rights, of another person in respect of both the Terms and applicable laws.

### 4. LIABILITY

- a. Subject to subclause (b) and to the extent permitted by law:
  - i. we do not guarantee or warrant any minimum service level, or accuracy, completeness, currency or availability of information made available by us through the Portal;
  - ii. we are not liable to you for any loss you suffer or incur arising from delay, negligence, or any act or other thing done or omitted to be done by us, our employees, agents or contractors arising from these Terms or your use of the Portal;
  - iii. our liability under any conditions, warranties and guarantees at law or otherwise are excluded, and in cases where our liability cannot be excluded, our liability is limited to supplying access to the relevant service or content again;
  - iv. you are liable for, and must indemnify us, for any loss we pay, suffer or incur as result of your negligence or breach of these Terms or applicable laws.
- b. These Terms do not exclude, limit, modify or restrict any rights to statutory guarantees under the Australian Consumer Law.

### 5. INFORMATION

- a. The Portal will provide you with access to your energy profile, which will include energy usage charges as well as your usage amounts for your energy usage from your current and previous billing periods ('Charges').
- b. Pacific Blue has the ability to store any relevant information you provide in the Portal. This includes but is not limited to names, addresses, account numbers and payment methods provided by you.
- c. Pacific Blue may transfer or otherwise use any information you provide in the Portal to update your details in its billing system.
- d. Any display of Charges and other information or representations in the Portal are indicative and should be only used as a guide.



- e. Any information provided in the Portal may differ from your final bill and it will not replace the bill you receive. Your energy bill, which you may be able to download from the billing tab when using the Portal, is an accurate reflection of your Charges under your contract and applicable laws.
- f. There may be delays in updating your data on the Portal. Digital metered accounts can take around two days or more to update and non-digital metered accounts may not be updated until your next bill has been issued.
- g. Where the Portal refers to your Charges:
  - i. For non-digital metered accounts, where your 'usage' or 'usage charge' is displayed, the corresponding figure includes usage charges only. The figure does not include other charges such as supply, concessions or other one-off charges or benefits.
  - ii. For digital metered accounts:
    - 1) Where 'Average', 'Highest this day', or 'So far this month' is displayed, the corresponding figure does not include supply charges, or fees and other charges such as demand, or concessions, solar feed-in tariffs, credits or other one-off benefits.
    - 2) 'Projected Usage': this projection is based on an estimate of your usage for the current billing period, which is estimated based on your historic usage. This estimate does not include supply charges or fees and other charges such as demand, or concessions, solar feed-in tariffs, credits or other one-off benefits.
    - 3) 'Usage' or 'Usage Charge': this amount includes usage charges only. It does not include other charges such as supply, demand, concessions or other one-off charges or benefits.
- h. Estimates of your "projected bill" may vary substantially from your actual final bill depending on several factors, including changes in your behaviour and bill adjustments.
- i. Bill payments you have made may not be reflected in the Portal immediately after payment.

## 6. TERMINATION

- a. We may suspend your access to the Portal at any time.
- b. If we believe you have engaged in any unlawful activity, fraud, or have breached any provision of these Terms or your current customer retail contract, we may suspend or terminate your access to the Portal immediately without affecting our accrued rights and obligations.

## 7. PAYMENTS

- a. You agree that any payment information, including billing names, addresses and details, may be stored by us in accordance with applicable laws.
- b. If you make a payment via a credit or debit card:
  - i. We may securely store your credit card information in the Portal with your consent.



- ii. A fee will apply for payments made by:
    - a. Visa/Mastercard: 0.60%
    - b. American Express: 0.75%
    - c. PayPal: 0.69%.
  - iii. A \$10 fee will apply for chargebacks.
  - iv. Any payment made before 6pm AEST will be reflected on your account by the following business day, and any payments submitted after 6pm AEST will be reflected on your account within 2 business days.
- c. You may make payment via other methods such as direct debit, BPAY, by mail, or by phone.

## 8. GUEST USER

- a. You may appoint a guest user and grant them access to your energy account information via the Portal through providing them with either 'Online access' or 'Decision maker' rights.
  - i. Online access will provide a guest user with limited read-only access to energy usage and billing details.
  - ii. Decision maker access will provide the guest user with limited read-only access to energy usage and billing details as well as allow the guest user to update your billing preference and add new payment details. A guest user with decision maker access will not have rights to cancel, disconnect supply, change your energy plan or vary accountholder details.
- b. Guest users will only be provided access to the Portal subject to your express authorisation.
  - i. Pacific Blue reserves the right to revoke guest user access at any time.
  - ii. Pacific Blue may store any information a guest user provides in the Portal, including but not limited to the guest user's name and contact details.
- c. You agree and acknowledge that you are liable for all acts and omissions of a guest user in connection with the guest user's access and use of the Portal. To the extent permitted by law, you must indemnify us for any loss, liability, cost or damage that we suffer from a guest user breaching your obligations under these Terms or applicable laws.
- d. You acknowledge that a guest user will not have authority to act as your authorised signatory or agent. You must contact Pacific Blue 133 668 if you wish to appoint a third party as your authorised signatory or agent.

## 9. PRIVACY

- a. By consenting to the Terms you also agree to the terms set out in Pacific Blue's Privacy Policy found on the Pacific Blue website (<https://www.pacificblue.com.au/privacy>).
- b. Any personal information you provide will be handled in accordance with our Privacy Policy or as otherwise required by law.



- c. You must keep your login and other credentials secret and secure. We recommend that you use a lock screen with a passcode, particularly if others have access to your device.

## **10. Governing law**

These terms are governed by the laws of Victoria, Australia.

