

EasyDoc Agency Terms and Conditions

1.0 Our Agency Agreement with You

1.1 As a customer of Power Choice Pty Ltd ABN 63 104 658 960 ('Power Choice') who has chosen to use the EasyDoc service these terms and conditions form the basis of our EasyDoc agency agreement ('Agreement') with you.

1.2 Our Agreement with you also includes any application form or services agreement or any other form, which you complete and provide to us ('EasyDoc Application Form(s)'). We may accept and rely on facsimile or scanned email copy of the original application form as if it was an original.

2.0 Service Description

2.1 You appoint Power Choice as your agent under the terms of this agreement.

3.0 Authorised Agency Authority

3.1 You authorise Power Choice as your agent to:

3.1.1 Sign, authorise or execute electricity contact agreements, novation agreements and any other related agreement on your behalf as instructed by you.

3.2.2 Sign, authorise or execute metering co-ordinator agreements, direct metering agreements, novation agreements and any other related agreement on your behalf as instructed by you.

3.1.3 Provide notice of contract cancellation or termination to other parties including energy brokers, metering co-ordinators, meter providers according to your terms of contracts on your behalf as instructed by you.

3.1.4 Sign, alter, authorise or execute direct metering agreements and metering co-ordinator agreements that have the commercial effect of extending the term for no more than 12 months of any existing direct metering agreement or metering co-ordinator executed under the authority of the Agreement.

3.1.5 Notify associated Australian Energy Market Operator ("AEMO") registered responsible persons including electricity retailers of any current direct metering agreements and Power Choice service agreements that you have entered into and to direct them to maintain currency and effect these agreements, unless you explicitly direct us to cancel these agreements with acknowledgement and acceptance of any associated termination fees.

3.1.6 Notify associated AEMO registered financially responsible market participant including electricity retailers of any current metering co-ordinator agreement and Power Choice service agreements that you have entered into and to direct them to maintain currency and effect these agreements, unless you explicitly direct us to cancel these agreements with acknowledgement and acceptance of any associated termination fees.

3.2 You agree to be bound to the terms and conditions with any agreements executed by Power Choice as part of this Agreement.

3.3 You indemnify Power Choice for any loss or damage arising from any claim or action brought by any third party arising from any acts or omissions of Power Choice in connection with this Agreement.

3.4 No additional costs are payable with respect to this agreement.

3.5 Power Choice will act in your interest and will use reasonable diligence, care and skill in carrying out your instructions.

4.0 Indemnity

4.1 You indemnify Power Choice for any loss or damage arising from any claim or action brought by any third party arising from the acts or omissions in connection with this Agreement.

5.0 Privacy

5.1 Power Choice adheres fully to the Privacy Act. Our privacy policy sets out the way in which we collect, use and disclose information about you. For a full copy of our privacy policy please visit our website at www.PowerChoice.com.au and click on the privacy link, or contact our office on 1300 16 50 20 or info@powerchoice.com.au

6.0 Information

6.1 You consent to allow us or our suppliers to exchange your information and or details.

6.2 You authorise the retailer or suppliers to disclose to us all records, and in particular meter details, electricity accounts

information and all energy usage details.

7.0 Limitation of Liability

7.1 To the full extent permitted by law & subject to clause (7.2), we will not be liable in any circumstances, however arising, to you or any person claiming through you in contract, tort, or otherwise (including negligence) for:

(a) Any economic loss or damage & in particular (without limitation), any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings of profits; or

(b) Any indirect or consequential loss; or

(c) The acts of omissions of any supplier or any of our servants, officers, agents, contractors or subcontractors; or

(d) Our failure to continue to provide the service to you for any reason whatsoever. You acknowledge that we do not guarantee continuous fault free provision of the service.

7.2 Power Choice will not be liable for any consequential, direct or special loss resulting from any fluctuation in energy prices, government regulated price, or any other market price into the future that may result from you being advised and contracted on rate higher than that may be available into the future and that is unknown or uncertain at the time of the initial report.

8.0 Term of the Agency.

8.1. Subject to clause 8.2 and unless specified otherwise in the EasyDoc Application form, the term of agency shall be 14 days from the date of this Agreement.

8.2. For agency under authority 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.1.6, unless specified otherwise in the EasyDoc Application form, the term of agency shall end on the later of either, the termination date of any direct metering agreement or the termination date of any metering co-ordinator agreement, as instructed by you to be executed under the terms of this agreement.

9.0 Confidentiality

9.1 You will keep confidential all information supplied by us.

10.0 Entire Agreement

10.1 The Agreement contains your and our entire understanding to the exclusion of any and all prior or collateral agency agreements of understanding relating to the services provided whether oral or written. You acknowledge that you have not entered into the Agreement in reliance upon any statement made by us, other than as expressly contained in the Agreement.

10.2 If any part of the Agreement is found to be invalid or of no force or effect the Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.

10.3 To the extent that any service specific term or condition conflicts with any other term or condition in the Agreement, the term or condition specific to the service will apply.

10.4 In the Agreement, unless the context otherwise requires or permits:

(a) Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;

(b) References to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;

(c) References to months and years means calendar months and years;

(d) The use of headings is only for convenience and do not affect interpretation and any headings, underlining or marginal notes are only included for ease of reference;

(e) The terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus.

11.0 Notices

11.1 Any notice, demand, consent or other communication required to be given by either party must be delivered personally, or sent by prepaid mail or by facsimile to the address of the other as last notified.

12.0 Governing Law

12.1 The Agreement shall be governed & construed in accordance with the law of Queensland and the parties hereby submitted to the jurisdiction of the Courts of that State.

13.0 Termination

13.1 This Agreement may be terminated with immediate effect by written Notice by either party.