

# TERMS AND CONDITIONS FOR SOFTWARE-AS-A-SERVICE

## Orkestra Technologies Pty Ltd

Effective Date: 10 November 2022

These terms and conditions (hereinafter "**Terms**") govern Your use of [www.orkestra.energy](http://www.orkestra.energy), [app.orkestra.energy](http://app.orkestra.energy) and any related websites or mobile applications (which are together referred to as "**the Platforms**").

The Platforms are owned and operated by Orkestra Technologies Pty Ltd (ACN 649 960 805) t/a Orkestra ("**We**", "**Us**", "**Our**").

These Terms constitute a binding contract between You and Us.

In connection with Your use of the Platforms, We may also provide You with access to various other content, documentation, materials, information, goods or services. In these Terms, We refer to all of these items collectively as "**the Items**".

These Terms will govern Your use of all pages of the Platforms, as well as Your use of the Items.

If You continue to use the Platforms, You acknowledge that You have been given the chance to review these Terms. You acknowledge that You understand these Terms and that You agree to be bound by them.

If You do not understand these Terms, if You do not agree to be bound by them, or if You need more time to review and consider them, then You must stop using the Platforms and the Items immediately.

## 1 DEFINITIONS

In these Terms, the following definitions apply:

"**Account Data**" means data relating specifically to your Member Account including Identifying Information and any data that is derived from the use of the Services such as volumes, tracking

data, and Service performance data. Except for Identifying Information provided by you, Account Data excludes any Customer Data uploaded by you to the platform.

**"Admin"** means the Member Account that created the Team (unless demoted by another user) or User that is assigned as an Admin by another User. Note that a team can have multiple admins.

**"Australian Consumer Law"** means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

**"Company IP"** includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Platforms, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Platforms, Content and Materials.

**"Content"** means any content, writing, images, audio-visual content, or other information published on the Platforms.

**"Contract"** means the binding contract created between Us and You when You accept these Terms.

**"Customer Data"** means Your non-public data, non-public data of Your clients, and any other non-public data provided by You to Us to enable the provision of the Services.

**"Dispute"** means any dispute, controversy or claim arising out of or in relation to these Terms, including any dispute, controversy or claim relating to the existence, validity or termination of these Terms.

**"Effective Date"** means the date that these Terms come into force.

**"Fees"** means any fees payable by You in consideration for Your use of the Platforms and Items, which are further described in the "Fees" clause of these Terms and as set out on the Platforms.

**"Identifying Information"** means the information provided by You when registering to use the Items, including but not limited to Your name, billing address, company name, Australian Business Number (ABN), email address, a username and a password.

**"Items"** means any and all of the Platforms, Services, Content and Materials collectively.

**"Materials"** means any materials, information or documentation that We may provide to You in connection with Your use of the Services or Platforms including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of Services or Platforms.

**"Member Account"** means a sub-account registered as members of Your Team. Each subscription can include one Team and multiple Member Accounts. Under the Team, multiple Member Accounts may be created for members of the Team.

**"Parties"** means both You (the user of the Platform) and Us (the owner of the Platform) collectively.

**"Platforms"** means the online application which is located at [app.orquestra.energy](https://app.orquestra.energy), the website which is located at [www.orquestra.energy](https://www.orquestra.energy), and includes all connected pages, subpages, blogs, forums, all related websites or related mobile applications, and all other connected internet content whatsoever.

**"Privacy Policy"** means our privacy policy which is located at [https://app.orquestra.energy/220419\\_Orkestra%20Privacy%20Policy.pdf](https://app.orquestra.energy/220419_Orkestra%20Privacy%20Policy.pdf)

**"Services"** means any or all services provided by or on the Platforms or other Items.

**"Team"** means the entity that is registered to Your organisation in the Platforms via which Member Accounts access and store data. Each subscription includes only one Team. Multiple Member Accounts may be part of the Team.

**"Terms"** means these terms and conditions.

**"Third Party Links"** means links or references to websites or applications other than the Platforms, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

**"Us", "We", "Our", "the Company" or "the Owner"** refers to Orkestra Technologies Pty Ltd t/a Orkestra.

**"Us", "We", "Our", "the Company" or "the Owner"** also includes any employees, affiliates, agents or other representatives of Orkestra Technologies Pty Ltd t/a Orkestra.

**"User"** means any user of the Platforms.

**"You" or "Your"** in relation to paid subscriptions refers to the person or organisation named as the "Customer" on the "Billing Information" page during the subscription purchase process; and in relation to free trials refers to the email account holder of the email address provided to Us during the sign up process when creating the Team or Member Account. For the purpose of these Terms, You are a User of the Platforms.

**"Your Content"** means any Content posted to or added to the Platforms, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

## 2 INTERPRETATION

- a. In these Terms, unless the context otherwise requires, the following rules of interpretation shall apply:
  - i. Words referring to one gender include every other gender.

- II. Words referring to a singular number include the plural, and words referring to a plural include the singular.
- III. Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- IV. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

### **3 YOUR AGREEMENT AND REPRESENTATIONS**

- a. By continuing to use the Platforms and other Items You represent, warrant, and acknowledge that:
  - I. You have had the chance to review and consider the Terms, that You understand the Terms and that You agree to be bound by the Terms. If You do not understand the Terms or do not agree to be bound by them then You must stop using the Items immediately. We only agree to provide use of the Platforms and other Items to You if You agree to these Terms.
  - II. You have legal capacity to enter these Terms.
  - III. You have complied with all of these Terms.
  - IV. You are at least 18 years old.
  - V. All information You provide is true, correct, complete and up-to-date. It is your responsibility to inform us of any changes to that information, and You may do this at any time by updating your details on our Platforms.
- b. You must not share your password or login details with any other person and must not authorise others to use Your account except by creating a Member Account in accordance with these Terms.
- c. You must not assign or otherwise transfer your account to any other person without Our consent.
- d. You acknowledge, agree and warrant that if You create a Team, You are responsible for all Member Accounts under that Team. Any breach of these Terms by a User of one of Your Member Accounts shall be deemed a breach of these Terms by You. You hereby indemnify Us for any such breaches of these Terms by a User of one of Your Member Accounts.

## 4 HOW IT WORKS

- e. Our Platforms and other Items offer Services related to feasibility analysis for grid-connected energy projects. You need to register an account in order to access the Services, Platforms or other Items.
- f. From time to time We may offer a free trial for the Platforms or other Items. The free trial may be subject to limitations such as restricted features or a limited time period. Any such limitations will be explained on the Platforms at the time of your registration or renewal.
- g. From time to time We may also offer a range of different subscription plans. The limitations, inclusions or exclusions of any subscription plans will be explained on the Platforms at the time of Your registration or renewal. By registering for or renewing a plan, You agree to such limitations, inclusions and exclusions.
- h. Unless otherwise stated on the Platforms at the time of Your registration, Our subscriptions allow organisations to set up a Team. A Team is administered by an Admin. An Admin may grant Member Accounts to multiple Team members as their Team's subscription permits (as explained on the Platforms at the time of registration or renewal of the subscription).
- i. Unless otherwise stated on the Platforms at the time of Your registration, Your subscription will include three complimentary Member Accounts. If you wish to create additional Member Accounts, an additional Fee may apply for each additional Member Account, in such amounts as stated on the Platforms at the time of your registration or renewal.
- j. Subscriptions may be purchased on a monthly or annual basis.
- k. Your subscription will be automatically renewed on the day your initial subscription period expires, and You will be charged the subscription Fee via your nominated payment method unless You have cancelled in accordance with our below cancellation terms.
- l. If We are unable to process the applicable Fee via your nominated payment method then You will receive a notification email. If You do not provide an alternative payment method before your subscription period expires, then your subscription may be terminated.
- m. If You wish to cancel your subscription, You may do so in accordance with the "Termination" clause below. You should make sure to cancel your subscription at least 1 day before the end of your subscription period, to avoid being charged for a renewal.

## 5 FEES

- a. We may offer a free trial from time to time, with no applicable Fees. If a free trial is available, the details will be published on the Platforms at the time that You subscribe.

- b. Paid subscription plans may be purchased on a monthly or annual basis. From time to time We may offer a range of different subscription plans, with different Fees applying to each plan.
- c. Unless otherwise stated on our Platforms, Our subscription plans will allow You to create up to three Member Accounts at no additional cost. If You wish to create more than three Member Accounts, then additional account Fees may apply, in such amounts as stated on our Platforms at the time of Your registration or renewal.
- d. The Fees for our plans are stated on our Platforms at the time that You purchase your subscription. Our Fees may be updated from time to time. By purchasing or renewing a subscription, You agree to the applicable Fees as stated at the time of Your registration or renewal.
- e. Payments for Fees must be made by debit card, credit card or Stripe in advance.
- f. By providing your debit card, credit card or other payment details, You authorise us to deduct all fees from your account. We do not process any payments on the Platforms or store credit card information on the Platforms. For all transactions on our Platforms, We use a third-party payment processor with secure payment technology. When purchasing a subscription, You may be required to agree to the third-party payment processor's terms and conditions.

## **6 REFUNDS**

- a. We do not offer refunds for change of mind.
- b. We do not offer any other refunds except as stated in these Terms or as required under the Australian Consumer Law.
- c. The Australian Consumer Law may confer You with rights which cannot be excluded, restricted or modified in relation to refunds of Fees You have paid. Except as otherwise stated in these Terms, if You or We terminate your subscription, We do not offer refunds of any Fees.
- d. If You terminate your subscription before the end of your subscription period, You will maintain full access to your chosen plan until the end of the subscription period for which You have paid.
- e. If You swap from a monthly plan to an annual plan at any time during your subscription, any unused credit from your monthly plan will be credited towards your annual plan.
- f. If You swap from an annual plan to a monthly plan at any time during your subscription, any unused credit from your annual plan will be credited towards your account on a pro-

rata basis. Your monthly subscription will be debited against your account while it remains in credit.

## **7 LICENCE TO USE PLATFORMS AND OTHER ITEMS**

- a. We may provide You with certain other Items in connection with Your use of the Platforms.
- b. Upon Your acceptance of these Terms and payment of any applicable Fees, We grant You a licence to use the Platforms and other Items solely subject to these Terms. The licence created under these Terms is non-exclusive, limited, non-transferable, worldwide and revocable.
- c. You may not use the Platforms or other Items for any purpose other than in accordance with the licence that is provided under this clause, and this licence to use the Platforms and other Items terminates upon Your cessation of use of the Items or upon termination of the Contract.

## **8 SALE OF GOODS/SERVICES**

- a. We may sell Services or may allow third parties to sell Services on the Platforms. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" clause.
- b. Please refer to any of Our additional terms and conditions for sale of services as applicable.

## **9 EXCLUSION OF LIABILITY**

- a. The care provided for general information only and may change at any time without prior notice.
- b. You accept and acknowledge that the Items may contain mistakes, errors and inaccuracies.
- c. Your use of the Platforms and other Items is entirely at Your risk. It is Your responsibility to make sure that any Goods, Services, Materials, Content or other information available through the Platforms suits Your particular purpose.
- d. Neither We, nor any third parties, provide any guarantees or warranties regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the Items.

- e. To the maximum extent permitted by law, We hereby expressly exclude all warranties, guarantees, representations or terms (whether express or implied) except for those expressly set out in these Terms.
- f. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the Items.
- g. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to loss of data, interruption to Your business or any damages which are incidental to or arise from such loss of data or interruption to business.
- h. To the maximum extent permitted by law, We will not be liable for any damage, loss, cost or expense including legal costs and expenses, whether direct or indirect, incurred by You in connection with Your use of the Items.
- i. For Goods and/or Services sold by third parties via the Platforms or via Third Party Links (hereinafter "**Third Party Goods and Services**"):
  - I. You acknowledge and agree that We have no control over those Third Party Goods and Services and that You purchase such Third Party Goods and Services at Your own risk.
  - II. You acknowledge and agree that We assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of Third Party Goods and Services.
  - III. For any claim You may have against the third party provider of the Third Party Goods and Services (such as the manufacturer or vendor) You agree to pursue that claim directly with that third party provider of the Third Party Goods and Services and not with Us.
  - IV. To the maximum extent permitted by law, You hereby release Us from any claim related to Third Party Goods and Services including any and all warranty and Platforms liability claims.

## 10 NO PROFESSIONAL ADVICE

- a. The information provided through the Platforms, Content, Materials or through the other Items is for information purposes only. It does not address Your specific circumstances. It is not professional advice.
- b. You acknowledge and agree that any information provided on the Platforms, Content, Materials or through the other Items is not professional advice, whether legal, accounting, medical, financial, engineering or other professional advice.



- c. You acknowledge and agree that no fiduciary relationship has been created between Us and You.
- d. You acknowledge and agree that Your use of the Platforms and Items is at Your own risk. We do not assume responsibility or liability for any information provided through the Platforms or other Items.
- e. You acknowledge and agree that it is Your responsibility to evaluate all information that is provided through the Platforms or other Items in consultation with Your own professional adviser or advisers as appropriate.

## 11 INDEMNITY

- a. You hereby indemnify Us (which, for the sake of clarity, also includes any of Our employees, affiliates, agents or other representatives) and You agree to defend Us and to hold Us harmless in relation to any and all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) which may arise from or relate to Your use or misuse of the Items. You agree that We may select Our own legal representation and may participate in Our own legal proceedings if We choose.
- b. You hereby indemnify Us (which, for the sake of clarity, also includes any of Our employees, affiliates, agents or other representatives) and You agree to defend Us and to hold Us harmless in relation to any and all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) which may arise from or relate to any breaches of these Terms by a User of one of Your Member Accounts.

## 12 TERMINATION

- a. We may immediately terminate these Terms at any time, with or without cause.
- b. We specifically reserve the right to terminate these Terms if You breach these Terms in any way.
- c. These Terms terminate automatically if We cease to operate the Platforms for any reason.
- d. If You have registered for an account with Us, You may terminate these Terms at any time by contacting Us and requesting termination.
- e. At the termination of these Terms, any provisions which would by their nature be expected to survive termination shall remain in full force and effect, including but not limited to Our exclusions of liability as outlined in the "Exclusions of Liability" clause.

## 13 ACCEPTABLE USE

- a. You agree not to use the Platforms or the Items for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Platforms or the Items in any way that could damage the Platforms, the Items, or Our general business.
- b. You further agree not to use the Platforms or the Items:
  - I. to harass, abuse, or threaten any other person or to otherwise violate any other person's legal rights;
  - II. to violate any intellectual property rights of Us or of any third party;
  - III. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
  - IV. to commit any kind of fraud;
  - V. to engage in or create any unlawful gambling, sweepstakes or pyramid schemes;
  - VI. to publish or distribute any obscene or defamatory material;
  - VII. to publish or distribute any material that incites violence, hatred or discrimination towards any person, group or community;
  - VIII. to unlawfully gather information about others.
- c. You acknowledge and agree that You are responsible for ensuring that your Team members use the Platforms and the other Items in accordance with these Terms and You will take all reasonable steps to monitor the use of Your Member Accounts and to ensure that they are used in accordance with these Terms.
- d. Unauthorised use by You of the Items may be a criminal offence and may give rise to a claim for damages.

## 14 VARIATION OF TERMS

- a. You hereby acknowledge and agree that these Terms may be varied or amended from time to time in Our sole discretion. If You continue to use the Platforms following any such variation or amendment You will be deemed to have confirmed and agreed to the new Terms as varied or amended.
- b. You agree to routinely monitor these Terms and to refer to the Effective Date posted at the top of these Terms in order to monitor any modifications or variations. You further agree to clear Your cache when doing so in order to avoid accessing a prior version of these Terms.

- c. In the event that You fail to monitor any modifications to or variations of these Terms, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified or varied Terms.

## 15 THIRD PARTY LINKS

- a. You hereby acknowledge that We may from time to time include links or references to other websites, other content or other materials (hereinafter "**Third Party Links**"), none of which are controlled by Us.
- b. You hereby acknowledge that these Third Party Links are provided for Your information only and that We do not make any representations, warranties or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality or suitability for a particular purpose of these Third Party Links. We do not endorse, approve or support these Third Party Links. You use the Third Party Links at Your own risk.

## 16 AFFILIATE MARKETING AND ADVERTISING

- a. Through the Platforms and other Items, We may engage in affiliate marketing whereby We receive a commission on or a percentage of proceeds of sales of Third Party Goods and Services that occur through Our Platforms and other Items.
- b. Through the Platforms and other Items, We may accept advertising and sponsorships from commercial businesses whereby third parties pay Us to advertise on the Platforms or through Our other Items, or We may receive other forms of advertising compensation.

## 17 MARKETING AND PROMOTIONAL MATERIALS

- a. You authorise Us to use Your business name and logo for Our own business promotional, marketing and advertising purposes including but not limited to by using Your business name and/or logo on Our Website, in press releases, or in other promotional or marketing materials ("Promotional Materials").
- b. If You do not wish to have Your business name and logo used in our Promotional Materials, You may inform us in writing of such refusal (email is sufficient), and upon being notified of such refusal We will remove any reference to Your business from our Website and any other online Promotional Materials which we control. Will not use Your business name or logo in any future Promotional Materials unless again authorised by You.

- c. In the event that, before being notified of Your refusal, We have already published or distributed Promotional Materials which include Your business name and/or logo ("Existing Promotional Materials"), and We no longer control these Existing Promotional Materials (for example, because they were published on a third party website, or appeared in a newspaper which has already been distributed), You agree that Your business name and/or logo may continue to appear in these Existing Promotional Materials.

## 18 CHANGES TO PLATFORM

- a. You acknowledge and agree that We may, in Our sole discretion, vary, alter, amend, change or update the Content, Materials or the Platforms at any time.
- b. You acknowledge, agree and accept that the Platforms may be unavailable from time to time (whether it is unavailable due to maintenance or for any other reason).
- c. You acknowledge, agree and accept that We take no responsibility for, and to the maximum extent permitted by law We shall not be liable in any way for the Items being temporarily unavailable, whether due to reasons within our control or not.

## 19 INTELLECTUAL PROPERTY

- a. The Items contain intellectual property that is owned by Us and/or that is licensed to Us. This includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Platforms, Content, Materials and Goods as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Items (hereinafter "**Company IP**").
- b. You hereby acknowledge and agree that, as between Us and You, We own all intellectual property rights in the Items and that nothing in these Terms amounts to a transfer of any intellectual property rights from Us to You.
- c. You hereby acknowledge and agree not to use the Company IP for any unlawful or infringing purpose.
- d. You hereby acknowledge and agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs) without express written permission from Us.
- e. Notwithstanding anything to the contrary, We shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Platforms and other Items, Services and related systems and technologies

(including, without limitation, Account Data and information concerning Customer Data and data derived therefrom). We will be free (during and after the term) to use such information and data to improve and enhance the Services, Platforms and other Items and for other development, diagnostic and corrective purposes in connection with the Services and Our other offerings, and we may disclose such data solely in aggregate or other de-identified form in connection with our business.

- f. In the event that You provide us with data relating to third parties such as Your clients or customers ("**Third Party Data**"), You warrant and represent that You have full legal authority to provide such Third Party Data to Us, and You indemnify Us and keep Us indemnified against all claims by any third party in relation to the Third Party Data.
- g. No rights or licences are granted except as expressly set out in this Agreement.
- h. All of the provisions of this clause in relation to "Intellectual property" shall survive any termination of these Terms.

## 20 REGISTRATION

- a. You may be asked to register with Us in order to create a Team so that you can access the Platforms or other Items and create Member Accounts. Your Team members may also be asked to register with Us in order to create a Member Account.
- b. If You register with Us, You may be asked to provide personal details such as Your name, email address, billing address, company name and Australian Business Number ("**Billing Information**"). You will also choose a username and a password ("**Registration Information**"). This Registration Information will allow You to access the Platforms and other Items.
- c. You acknowledge that You are responsible for ensuring the accuracy of any Identifying Information including Your Billing Information and Your Registration Information that You provide as part of the registration process.
- d. You agree that You will not share your Registration Information with any third party and if You discover that Your Registration Information has been compromised, You agree to notify Us immediately in writing.
- e. You acknowledge that You are responsible for maintaining the safety and security of Your Identifying Information as well as keeping Us informed of any changes to Your Identifying Information.
- f. You acknowledge that providing false or misleading information, or using the Items to further fraud or unlawful activity is grounds for immediate termination of these Terms.

## 21 PRIVACY

- a. Through Your use of the Platforms or other Items, You may provide Us with some of Your personal information. By using the Platforms or Items, You authorise Us to use Your information in Australia and any other country where We operate.
- b. We take Our privacy obligations very seriously.
- c. Please refer to Our Privacy Policy for further information about what information We collect, how We use it and store it, and Your rights in relation to it.

## 22 DATA HOSTING

- a. We will store Customer Data for active accounts for as long as the account remains active. Active accounts are accounts that are on a monthly or annual paid subscription.
- b. We reserve the right to delete Customer Data in inactive accounts after 12 months of the account being inactive.
- c. Result files are very resource intensive. We will store the results file for a given simulation for a minimum 12 months after creation, after which time the file may be deleted. You will be able to rerun the simulations to recreate the results file if they require.
- d. We host Your Customer Data in Australia inside Amazon Web Services. Some data relating to Customer Data may transit and be stored temporarily outside of Australia for logging and monitoring purposes. Our data host may be updated or changed from time to time. It is Your responsibility to ensure that Our data hosting meets Your individual requirements.
- e. Account Data may transit and be stored outside of Australia and provided to third parties explicitly for the purposes of billing, monitoring and other activities intended to improve the performance of our services.
- f. Please refer to our Privacy Policy for further information about how we handle Your data.

## 23 REVERSE ENGINEERING AND SECURITY

You agree not to:

- a. reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Items; and

- b. violate the security of the Items through any unauthorised access, circumvention of encryption or other security tools, data mining or interference with any host, User or network.

## 24 SPAM POLICY

You are prohibited from using the Items for the purpose of gathering email addresses and/or personal information from people, companies or other organisations and/or for sending bulk emails or unsolicited emails.

## 25 GENERAL PROVISIONS

- a. **Australian Consumer Law:** You may have certain rights, warranties, guarantees and remedies under the *Australian Consumer Law*, which is contained in the *Competition and Consumer Act 2010 (Cth)*, and these rights, warranties, guarantees and remedies may not be restricted, modified or excluded by Us. Our liability to You is governed solely by these Terms and the *Australian Consumer Law*.
- b. **Applicable law:** Your use of the Platforms and the Items is subject to the laws of Victoria, Australia and each party submits to the jurisdiction of the courts of Victoria, Australia.
- c. **Written communication:** In relation to any correspondence or notification which is required under these Terms to be provided in writing from one party to the other party:
  - I. such notice is properly given if given to the other party:
    - A. by email to an email address that the other party has nominated, acknowledged or used in connection with the use of the Platforms or other Items.
    - B. by post to a postal address the other party has nominated, acknowledged or used in connection with the use of the Platforms or other Items.
  - II. such notice is taken to be received:
    - A. if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.
    - B. if sent by prepaid post within Australia, five (5) days after the date of posting.
    - C. if sent by prepaid post to or from an address outside Australia, twenty one (21) days after the date of posting.
- a. **No assignment:** You must not assign, sub-licence or otherwise deal in any way with your rights under these Terms without Our prior written consent.

- b. **Severability:** If any clause or sub-clause of these Terms is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances, the remainder of these Terms shall continue in full force and effect.
- c. **No waiver:** In the event that We fail to enforce any provision of these Terms, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any clause or sub-clause of these Terms will not constitute a waiver of any other clause or sub-clause.
- d. **Headings for convenience only:** Headings of clauses and sub-clauses under these Terms are for convenience only. Headings shall not affect the meaning of any provision of these Terms.
- e. **Parties must take all reasonable steps:** Each party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by them.
- f. **Separate agreements:** You may have other legal agreements with Us. Those other legal agreements are separate from and are in addition to these Terms. These Terms do not alter, amend, revise or replace the terms of any other legal agreements You may have with Us.

## 26 CONTACT US

You can contact Us about these Terms using the following details:

**Email:** [support@orquestra.energy](mailto:support@orquestra.energy)

**Post:** 54 Summerhill Road, West Hobart, Tasmania Australia 7000