



AUSTRALIAN ENERGY MARKET MASTERCLASS

1. Agreement

- (a) This is an agreement for Energy Edge to provide the Masterclass to the Participant.
- (b) By indicating acceptance to these terms in the Enrolment Process, the Participant enters a binding agreement with Energy Edge on these terms.
- (c) By paying the Masterclass Subscription Fee, the Customer also agrees to be bound by these terms and is added as a party to the agreement with Energy Edge and the Participant.

2. Masterclass

2.1 Access to the Masterclass

Energy Edge will provide the Participant with access to the Masterclass and the Participant will access the Masterclass in accordance with this agreement.

2.2 Subscription Period

- (a) The Participant may access the Masterclass during the Subscription Period, subject to this agreement. At the end of the Subscription Period, the Participant will no longer have access to the Masterclass.
- (b) The Participant may enrol for a further Subscription Period subject to the Customer paying the applicable Masterclass Subscription Fee for that further Subscription Period.

2.3 Availability of the Masterclass

- (a) Energy Edge will use reasonable endeavours to make the Masterclass available during business hours.
- (b) Energy Edge may temporarily suspend the Masterclass for the purpose of maintenance or upgrades.
- (c) The Masterclass is accessed by the internet. The Customer and the Participant are responsible for obtaining and maintaining hardware, software and internet access and other services needed to access the Masterclass and ensuring that they meet the minimum specifications published by Energy Edge.
- (d) Energy Edge does not warrant that access to the Masterclass will be uninterrupted or error free.

2.4 User Credentials

- (a) User Credentials are created during the Enrolment Process for the Participant to access the Masterclass.
- (b) The Participant may change their password by following the process on the Energy Edge Website. The Participant may not transfer their account to another user.
- (c) The Participant must treat User Credentials as strictly confidential. The Participant must not disclose their User Credentials to any other person and must take all reasonable steps to maintain the confidentiality of their User Credentials.

2.5 Compliance

- (a) The Participant will comply with applicable laws and the Use Policies in connection with the Masterclass. The provision of the Masterclass is subject to the Use Policies.
- (b) The Customer must ensure that the Participant complies with its obligations in this agreement. The Customer is responsible for the acts and omissions of the Participant in connection with this agreement, whether the acts or omissions are authorised or unauthorised.
- (c) Without limiting other remedies, Energy Edge may suspend access to the Masterclass where the Customer or the Participant breaches this agreement.

2.6 Changes to Masterclass

- (a) Energy Edge may change the content and structure of the Masterclass from time to time.
- (b) Energy Edge may remove Masterclass Content from the Masterclass, and in that event, it may cease to be accessible by the Participant.

3. Fees

3.1 Masterclass Subscription Fee

- (a) The Customer must pay the Masterclass Subscription Fee to Energy Edge for the Participant to continue to have access to the Masterclass during the Subscription Period.
- (b) The Masterclass Subscription Fee applies regardless of the amount or period of access to the Masterclass by the Participant. For example, Energy Edge will not refund or reduce the Masterclass Subscription Fee because the Participant has not made full use of the Masterclass.

3.2 Invoicing and Payment

Energy Edge will issue a tax invoice to the Customer for the Masterclass Subscription Fee. Payment of the Masterclass Subscription Fee is due with 7 days from date of invoice.

3.3 Access prior to payment

- (a) The Participant may access the Masterclass immediately after completing the Enrolment Process. However, the Masterclass Content available may be limited until the Customer has paid the Masterclass Subscription Fee.
- (b) If the Masterclass Subscription Fee is not paid to Energy Edge by the time required under this agreement, the Participant's rights under this agreement (including the right to access the Masterclass) are suspended until payment is made.

3.4 GST

The fees and expenses under this agreement exclude GST (unless expressly stated to include GST). Where GST is payable by a party in relation to a supply that it makes under this agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

4. Intellectual property

4.1 Ownership

Intellectual Property Rights in the Masterclass Content are owned by Energy Edge and its licensors. Intellectual Property Rights created by or on behalf of Energy Edge in the course of this agreement vest in Energy Edge.

4.2 Masterclass Content

- (a) Energy Edge grants to the Participant a non-exclusive, revocable licence to access the Masterclass Content through the Energy Edge Website during the Subscription Period.
- (b) The Participant must only access the Masterclass Content through the Energy Edge Website. The Participant must not save or copy the Masterclass Content (eg by screen capture or recording) or exercise any other Intellectual Property Rights in the Masterclass Content except as expressly stated in this agreement.
- (c) The Participant must not disclose to or provide, permit or facilitate any other person to access, view or use the Masterclass or Masterclass Content.
- (d) The Participant may download, save, print and copy the Course Notes, so long as any copy is in identical form and any branding, attribution or notice is not removed or obscured.
- (e) Energy Edge warrants that to the best of its knowledge, access to the Masterclass Content (other than Third Party Data) by the Participant in accordance with this agreement does not infringe the Intellectual Property Rights or Moral Rights of any person.

5. User Content

- (a) The Participant licenses Energy Edge (and its Staff) to use, disclose, copy and handle the User Content in connection with this agreement or the Masterclass. The Participant must obtain any necessary consents to enable Energy Edge (and its Staff) to do those things.
- (b) The Participant warrants that the acts of Energy Edge (and its Staff) in accordance with this agreement will not infringe any laws or any third party's Intellectual Property Rights in the User Content. Energy Edge may delete User Content from the Masterclass if, in Energy Edge's reasonable opinion, there is or is likely to be an infringement of that nature.
- (c) User Content (other than User Credentials) is not confidential unless expressly agreed by Energy Edge at the time that it is provided to Energy Edge.
- (d) Energy Edge may delete User Content at any time and does not guarantee that it will be available to the Participant or the Customer.

6. Privacy

Energy Edge will comply with the Australian Privacy Principles (APPs) in the *Privacy Act* in dealing with personal information (as defined in that Act) collected in the course of this agreement.

7. Financial risks

7.1 The training is educational only

The Customer and the Participant acknowledge that:

- (a) there are significant financial risks involved in participating and transacting in the Australian energy market;
- (b) the information and advice provided by Energy Edge as part of the Masterclass is general in nature and is provided without regard to the Customer's or the Participant's objectives, financial circumstances or specific needs;
- (c) Energy Edge does not hold itself out to be providing financial planning or financial, personal or other professional advice through the Masterclass.
- (d) Energy Edge does not warrant or represent the accuracy or currency of the information or Content provided during the Masterclass.
- (e) Energy Edge is not required to monitor or manage the financial performance of the Customer or the Participant, and does not guarantee any specific outcome from the provision of, or attendance at, the Masterclass; and
- (f) Energy Edge is not liable to the Customer or to the Participant for any outcome or result relating to the subject matter of the Masterclass, whether or not the Customer or Participant has complied with all or any part of the information given in the Masterclass.

7.2 Third Party Data

Energy Edge may provide access to certain Third Party Data through the Masterclass. Energy Edge does not create the Third Party Data and does not independently review or validate it. Energy Edge has no liability to the Participant or the Customer in connection with the Third Party Data and disclaims all warranties or representations about the Third Party Data including that the Third Party Data is accurate, complete, current, suitable or sufficient.

8. Liability

8.1 Liability cap and exclusion

Except as set out in clause 8.3 and to the extent permitted by law, Energy Edge's Liability to the Customer or the Participant in connection with this agreement:

- (a) is limited in aggregate to the fees paid under this agreement in the 12 months preceding the event giving rise to liability; and
- (b) excludes Consequential Loss.

8.2 Non-reliance

To the extent permitted by law, the Customer and the Participant release and discharge Energy Edge from all Claims against Energy Edge in connection with use of or reliance on Masterclass Content of or other information in connection with the Masterclass (whether obtained in connection with this agreement or otherwise).

8.3 Implied terms and consumer guarantees

To the extent permitted by law, any term, condition or warranty which would otherwise be implied into this agreement is excluded. Where a consumer guarantee or term implied by law cannot be excluded, Energy Edge's aggregate liability for any breach of the guarantee or term is limited, at its option, to supplying the services again or paying the cost of having the services supplied again.

8.4 Customer indemnity

The Customer indemnifies and will defend Energy Edge and its Staff (**those indemnified**) against Claims made against those indemnified as a result of:

- (a) a breach of this agreement (including an infringement of the Intellectual Property Rights of Energy Edge), or negligence relevant to this agreement, by the Customer or by the Participant; or
- (b) use of or other dealings with the Masterclass or Masterclass Content (including any reliance on it) obtained in connection with this agreement.

8.5 Access by other Customer Staff

The Customer agrees that this clause 8 also applies in connection with access to, use of or reliance on the Masterclass or Masterclass Content by any Staff of the Customer (as if it was access, use or reliance by the Participant under this agreement), but only to the extent that the Customer has not entered a separate Online Training Agreement with Energy Edge in respect of that access.

9. Termination

9.1 Termination by Energy Edge

Energy Edge may terminate this agreement immediately by notice if the Customer or the Participant breaches this agreement (including a failure to pay the Masterclass Subscription Fee) or becomes subject to any form of insolvency administration or ceases or threatens to cease carrying on business. In that event, Energy Edge may:

- (a) retain any moneys paid; and
- (b) pursue any additional or alternative remedies provided by law.

9.2 Effect of termination or expiry

Termination or expiry of this agreement will not affect the operation of clause 8 or any rights or remedies already accrued to either party under, or in respect of any breach of, this agreement.

10. General

10.1 Assignment and novation

This agreement must not be assigned or novated by the Customer or the Participant without prior written consent of Energy Edge.

10.2 Entire agreement

This agreement constitutes the entire agreement between Energy Edge and the Customer in relation to its subject matter. The Customer acknowledges that it has not relied on any term, condition, representation, warranty, matter or statement in entering into this agreement other than as set out in this agreement.

10.3 Events beyond control

A party is not liable for delay or failure to perform an obligation to the extent that it is due to an event beyond its reasonable control. A party must promptly act to mitigate or avoid the impact of the event.

10.4 Governing law and jurisdiction

This agreement is governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

10.5 Interpretation

In this agreement,

- (a) headings are for convenience only and do not affect interpretation; and

unless the context otherwise requires:

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- (b) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) words importing the singular include the plural and vice versa; and
- (d) **includes** in any form is not a word of limitation.

10.6 Notices

Each notice under this agreement:

- (a) must be in writing;
- (b) may be delivered by hand, posted by prepaid post or sent by email; and
- (c) is taken to be received by the addressee:
 - (i) on the third day after the date of posting;
 - (ii) in the case of delivery by email, at the time the email is sent (provided the sender has not received notice that the email was not delivered); and
 - (iii) in the case of delivery by hand, on delivery.

10.7 Severability

If any provision of this agreement is held unenforceable or illegal for any reason, the agreement will remain otherwise in full force apart from the provision which will be deemed deleted.

10.8 Variations

Except as permitted by this agreement, this agreement may only be varied by a document signed by or on behalf of each party.

10.9 Waiver

The failure by a party to enforce a provision of this agreement will not be interpreted as a waiver unless expressly waived in writing.

11. Definitions

In this agreement:

Customer means the person invoiced by Energy Edge to pay the Masterclass Subscription Fee.

Claim means an action, suit, claim or demand of any nature, howsoever caused and whether arising in the past, present or future, and any associated cost or expense.

Consequential Loss means any loss or damage which is:

- (a) incidental, consequential, special, exemplary, punitive or indirect;
- (b) a loss of revenue, profits, anticipated savings, production, goodwill, credit, reputation, interest, opportunity;
- (c) not a natural or immediate consequence of a breach; or
- (d) a result of a claim by a third party (except as arising from a breach of clause 4.2(e)).

Content means video, images, audio, text, documents, software, data or information stored or distributed by any means.

Course Notes means PDF note pages summarising Masterclass Content which the Energy Edge Website makes available to download and save.

Energy Edge means Energy Edge Pty Ltd ACN 150 865 740 as trustee for One Energy Trust ABN 37 151 857 036.

Energy Edge Website means any website in the energyedge.com.au domain.

Enrolment Process means the process on the Energy Edge Website for the Participant to enrol in the Masterclass Training Program.

GST means the Goods and Services Tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights includes all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or company names or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this agreement, and whether existing in Australia or otherwise.

Liability means liability for breach of contract, or in tort or for any other common law, equitable or statutory cause of action.

Moral Rights means the moral rights granted under the Copyright Act 1968 (Cth), and any similar rights existing under foreign laws.

Participant means the person who enrolls to participate in the Masterclass.

Privacy Policy means the privacy policy at <https://www.energyedge.com.au/privacy-policy/>

Masterclass means the Masterclass Training Program and Masterclass Content.

Masterclass Content means Content provided or made available by Energy Edge in connection with the Masterclass Training Program.

Masterclass Subscription Fee means the fee for the Participant to access the Masterclass for the Subscription Period, as set out on the Energy Edge Website at the time that the Participant completes the Enrolment Process.

Masterclass Training Program means the Energy Edge "Australian Energy Market Masterclass" training program and associated aspects of the Energy Edge Website made available by Energy Edge under this agreement.

Staff means directors, officers, employees, agents and contractors.

Subscription Period means 12 months from the Participant completing the Enrolment Process being the period of time allowed by Energy Edge for the Participant to complete the Masterclass Training Program.

Third Party Data means Data provided by third parties that is made available by Energy Edge through the Masterclass.

User Credential means a user name or password.

User Content means Content provided by the Customer or the Participant to Energy Edge for the purpose of this agreement.

Use Policies means the Privacy Policy, acceptable use policy and other conditions and policies relating to the Masterclass published by Energy Edge or notified by Energy Edge to the Participant or the Customer.