

1 Licence

- 1.1 By inputting your website URL and email address and Using the Application, you accept these terms. If you do not accept these terms, you must not Use the Application.
- 1.2 Licensor grants you a non-exclusive, non-transferable licence to Use the Application in accordance with this agreement.
- 1.3 Subject to clause 1.4, the licence under clause 1.2 does not include the right to sublicense to third parties.
- 1.4 You will not prevent the further Use of the Application by third parties through your Use of the Application. Such Use of the Application by the third parties will be subject to the terms and conditions of this document.
- 1.5 You acknowledge that other than the licence under clause 1.2, nothing in this agreement is intended to give you any Intellectual Property Rights or other rights in the Application or any other material, and you must not Use the Application other than as expressly permitted by this agreement.
- 1.6 You acknowledge and agree that the Application may not be available from time to time, is not error free, and that the Application may contain errors that cause it to malfunction or not operate in the manner you envisage and that the Application will be provided by the Licensor on an 'as is, where is' basis.
- 1.7 Licensor may, but is not obliged to, make updates or modifications to the Application or new versions of the Application from time to time. Should these updates be released, you will take necessary steps to deploy them in a timely manner.
- 1.8 Licensor does not represent or warrant that the Application will have any particular functionality during the Term.
- 1.9 You must comply with all applicable laws when using the Application.
- 1.10 You acknowledge and agree that Licensor may collect and use your personal information for the purposes of these terms and for the purposes of providing you with information about other goods or services that Licensor may offer from time to time.

2 Reverse engineering

Although copyright in the Application is not infringed in the circumstances contemplated by sections 47D, 47E and 47F of the *Copyright Act 1968* (Cth), you agree not to, and must not permit any third party to:

- decompile, disassemble or reverse engineer the whole or any part of the Application;
- make any modification to the Application; or
- merge all or any part of the Application with any other Application.

3 Term and termination

- 3.1 This agreement commences on the date you install or first Use the Application and continues until terminated under this clause 3 (**Term**).
- 3.2 Licensor may terminate this agreement at any time without notice, effective immediately.
- 3.3 You may only terminate this agreement by notifying us that you have unembedded the Application from your website URL and destroyed any copies of the Application.
- 3.4 On termination of this agreement the licence granted under clause 1.2 ceases and accrued rights or remedies of a party are not affected.
- 3.5 You must not Use the Application following the termination of this agreement.
- 3.6 Clause 4 survives termination or expiry of this agreement.

4 Liability and indemnity

- 4.1 Subject to clauses 4.3 and 4.4, the Licensor is not liable for any loss or damage, however caused (including, without limitation, by the negligence of Licensor), suffered by you in connection with this agreement.
- 4.2 The limitation set out in clause 4.1 is an aggregate limit for all claims, whenever made.
- 4.3 Subject to clause 4.4, Licensor is not liable for any Consequential Loss however caused (including, without limitation, by the negligence of Licensor) suffered or incurred by the Licensee in connection with this agreement.
- 4.4 If the *Competition and Consumer Act 2010* (Cth) or any other legislation provides that there is a guarantee in relation to any good or service supplied by Licensor in connection with this agreement and Licensor's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clauses 4.1 and 4.3 do not apply to that liability and instead Licensor's liability for such failure is limited to (at Licensor's election), in the case of a supply of goods, the Licensor replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, the Licensor supplying the services again or paying the cost of having the services supplied again.
- 4.5 You are liable for, and indemnify Licensor from and against, all loss or damage (including, without limitation, legal costs) however caused suffered or incurred by Licensor in connection with:
- any breach of this agreement by you;
 - any act or omission of you, including, without limitation, any illegal or negligent act or omission of you;
 - any claim or threatened claim by a third party against Licensor in connection with the Use by you of the Application;
 - any exercise of your rights under this agreement; or
 - any act or omission of you or any person acting or purporting to act on behalf of you.
- 4.6 Each indemnity contained in this agreement is a continuing obligation notwithstanding:
- any settlement of account; or
 - the occurrence of any other thing,
- and it is not necessary for Licensor to incur expense or make payment before enforcing or making a claim under an indemnity.

5 General

- 5.1 This agreement is subject to the laws of Queensland, Australia.
- 5.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.
- 5.3 You must not assign, in whole or in part, or novate your rights and obligations under this agreement without the prior written consent of Licensor.
- 5.4 Licensor may assign Licensor's interest under this agreement.
- 5.5 Each provision of this agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- 5.6 This agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- 5.7 Where this agreement contemplates that Licensor may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, Licensor may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably unless this agreement expressly requires otherwise.

6 Definitions

In this document:

Term	Definition
Application	ECA Electricity Consumption Widget
Consequential Loss	means loss of revenues, loss of reputation, loss of data, consequential loss, loss of profits, indirect loss, loss of actual or anticipated savings, lost opportunities, including, without limitation and loss or damage in connection with claims against the Licensee by third parties.
Intellectual Property Rights	means all industrial and intellectual property rights, both in Australia and throughout the world, including, without limitation, any copyright, trade or service marks, patents, registered and unregistered trade marks, registered designs, trade secrets, knowhow, moral rights, rights in relation to semiconductors and circuit layouts, formulations, components, concentrations, protocols, trade, business or company name, indication or source or appellation of origin, or other proprietary right, or right to registration of such rights.
Licensor	means GLOBAL-ROAM Pty Ltd (A.C.N. 091 533 587)
Use	means embedding the Application on your website.
Term	has the meaning given to that term in clause 3.1