

Application Terms and Conditions

Energy Tec Holdings Pty Ltd (ABN 83 607 618 404). Version 1.0, 24/08/2026.

These terms govern access to and use of the online applications and portals made available by Energy Tec Holdings Pty Ltd (ABN 83 607 618 404) (EnergyTec, we, us, our), including any monitoring dashboard, reporting tool or client portal we provide (the Application). By accessing or using the Application you agree to these terms. If you do not agree, do not use the Application.

These terms apply in addition to any written agreement between you and EnergyTec for the supply of services. Where there is any inconsistency, that written agreement prevails to the extent of the inconsistency.

1. The Application

The Application provides visibility of utility and energy data relating to infrastructure that EnergyTec manages, monitors or reports on. It is an informational tool. It does not control, operate or alter any physical asset, and it is not a safety, protection or alarm system.

We may add, change, suspend or remove features of the Application at any time.

2. Permitted use

You may use the Application only for its intended purpose. You must not:

- use the Application other than in accordance with these terms or any applicable law;
- attempt to gain access to any data, account or system you are not authorised to access;
- interfere with, disrupt, probe or place unreasonable load on the Application or its underlying infrastructure;
- copy, scrape, extract or redistribute data from the Application except as reasonably required for your own internal purposes or as otherwise agreed with us in writing;
- reverse engineer, decompile or attempt to derive the source code of the Application; or
- introduce any malicious code into the Application.

3. Access and credentials

Access to the Application requires authentication. You are responsible for maintaining the confidentiality of any credentials issued to you or to your personnel, and for all activity carried out under them. You must notify us promptly if you believe a credential has been compromised or if a person who held access no longer requires it.

We may suspend or withdraw access at any time, including where we reasonably consider it necessary to protect the Application, its data or another user.

4. Data and privacy

Our handling of personal information is described in our Privacy Policy, which is published at energytec.com.au/privacy-policy and forms part of these terms.

Where the Application displays data relating to a site, meter or generation asset, that data may originate from equipment, third party platforms or the asset owner. Where consent from an asset owner is required before

we may access their data, we obtain that consent and it may be withdrawn by the owner at any time, at which point the corresponding data will cease to be available.

5. Third party sources and availability

The Application depends on data supplied by third party systems, equipment and communications networks that are outside our control. Data may be delayed, incomplete, unavailable or inaccurate as a result.

We do not warrant that the Application will be available without interruption or error, or that the data shown is complete, current or accurate at any given moment. You should not rely on the Application as the sole basis for any decision with safety, financial or regulatory consequences, and the absence of an alert is not confirmation that an asset is operating correctly.

6. Intellectual property

All intellectual property rights in the Application, including its software, design, structure and content, remain the property of EnergyTec or its licensors. Nothing in these terms transfers any of those rights to you. You are granted a non-exclusive, non-transferable, revocable right to use the Application for its intended purpose while your access subsists.

7. Liability

Nothing in these terms excludes, restricts or modifies any guarantee, right or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded.

Subject to the paragraph above, and to the maximum extent permitted by law, the Application is provided on an "as is" basis, we exclude all implied warranties in relation to it, and we are not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, data or anticipated savings, arising out of or in connection with the Application.

8. Changes to these terms

We may update these terms from time to time. The current version is published at assets.energytec.com.au/tandc.pdf. Your continued use of the Application after a change takes effect constitutes acceptance of the updated terms.

9. Governing law

These terms are governed by the laws of Western Australia, and each party submits to the non-exclusive jurisdiction of the courts of that State and of the Commonwealth of Australia.

10. Contact

Questions about these terms may be directed to EnergyTec at service@energytec.com.au.