Terms of Use

26 August 2024



Terms of Use

Flo Energy Australia Pty Ltd
ABN 59 664 209 330

PO Box 448
Flinders Lane Melbourne
Victoria 8009

hello@floenergy.com.au
floenergy.com.au

Operating Hours:
Mon–Fri: 9am–5:30pm
Closed on Sat, Sun & PH

Please read these Terms of Use carefully. They govern your access and use of our website and customer portal and associated sites such as our social media including but not limited to Facebook, LinkedIn, Instagram, X (the "**Website**") and any of the services on the Website (the "**Services**") your relationship with Flo Energy Australia Pty Ltd ("**we**" or "**us**"), in connection with the operation of the Website and Services.

Your access and/or use of our Website and any of our Services is also subject to our Cookies Policy and Privacy Policy. You can view them on our Website.

By continuing to use our Website or any of the Services, you agree to be legally bound by these Terms of Use ("**Agreement**" as provided in Clause 1) and also consent to our collection of your Personal Information.

1. Agreement

1.1 You hereby represent and warrant that:

1.1.1 you understand that the use of the Website and any of our Services shall be subject to such other specific terms as may be prescribed by us in respect of the use of the Website and any such Services, and such other guidelines, notices, operating rules, policies and instructions as may be prescribed by us and published on the Website from time to time;

1.1.2 you have read, agreed and consented to this Agreement, including these Website and Services terms and the terms of our Privacy Policy as amended from time to time, and the terms of the Privacy Policy are incorporated into this Agreement by reference;

1.1.3 you are of legal age (i.e. in Australia, at least 18 years old) and have the necessary legal capacity, right, power and authority to agree to this Agreement either in your own personal capacity or on authorised to operate on behalf of a corporate entity;

1.1.4 you are authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by this Agreement;

1.1.5 all of the information provided by you to us (including without limitation personal particulars and contact information) is accurate and complete. If in connection with your use of the Website and/or Services, you provide the Personal Information of any third parties, you further warrant and represent that these third parties have also consented to the terms of the Privacy Policy, and to the collection, use and disclosure of their Personal Information in accordance with the aforesaid;

1.1.6 you understand that at no point in time, shall we be held liable or responsible for any losses suffered by you arising out of or in connection with the use of our Website or any of our Services; and

1.1.7 you agree that we are entitled to close or suspend any user account registered by you without any liability to you if you are found to be in breach of these terms or any of the obligations under this Agreement.

1.2 We may at any time, and without giving any reason or notice, upgrade, modify, suspend, discontinue or remove whole or any portion of the Website and/or any or all portions of our Services and shall not be liable if any such upgrade, modification, suspension, discontinuation or removal hinders your access to and/or use of the Website or any of our Services. We may also interrupt Services or access to the Website to allow for maintenance or upgrades or impose limits on certain features or restrict your access to parts or the entire Website or Services without notice or liability.

1.3 We reserve the right to, from time to time vary, replace, delete, supplement or amend this Agreement by posting the amended Agreement at the Website. Any use of the Website and/or Services after the amendment of this Agreement will be deemed to be acceptance of the amended Agreement by you and be bound by these amended terms. If you do not agree

to the amended Agreement, you have the right to close your user account and/or cease using the Website and/or Services.

1.4 You agree that discontinuation of access, user account or subscription to the Services would result in full or partial termination of our Services to you and may result in contract termination in some cases, without any liability to you.

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2. User Account Management

2.1 The availability or accessibility of some Services in the Flo Customer/Member sections may require the registration of a user account with us and the submission of personal information.

2.2 As a customer/member, you will receive an automated email from us to register an account with us. You agree to keep the details of your username and password confidential. You are solely responsible for the security of your user account, and solely liable for any disclosure or use (whether authorised or not) of any details of your user account (including the username and/or password for such user account). This is important, as we deem any access and traffic to our Website or any of our Services, which is referable or traceable to your username and password to imply: (a) access to and/or use of the Website and/or such Services by you; (b) access traceable to your account credentials via human or automated means; or (c) instructions, information, data or communications posted, transmitted and validly issued by you. You shall notify us immediately if you have reason to believe that the account has been compromised, or if such account credentials have been used without prior authorisation. On this basis, you agree that we are entitled, but not obliged, to act upon and hold you responsible and liable for any such action, as if it was carried out or transmitted by you. You also agree to indemnify us entirely against any and all losses attributable to any access to and/or use of the Website and/or the Services referable or traceable to your account credentials.

2.3 If we have reason to believe that there is likely to be a breach of security or misuse of the user account, we may require you to change your username or password, or we may suspend your user account without prior notice. We shall not be held liable or responsible for any losses suffered by you arising out of or in connection with such the use or suspension, closure, prohibition, restriction or invalidation.

3. Permissions and Restrictions

3.1 You may access and use the Website and Services as made available to you, as long as you comply with this Agreement and the applicable laws.

3.2 The following restrictions apply to your use of the Website and/or any of our Services. You are not allowed to:

3.2.1 impersonate any person or party or falsely declare, distort or misrepresent your affiliation with any person or party;

3.2.2 use a false email address, act as a person who is not yourself or otherwise deceive or misinform us or third parties;

3.2.3 use, transmit or disseminate any material that encourages (or the act itself by you) unlawful or disrespectful conduct or that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or codes of practice, including the Electricity Act, Code of Practice, Competition and Consumer Act 2010 (Cth) etc;

3.2.4 promote or transmit, or use any software material which contains or may promote or transmit, a virus or other malevolent and technologically damaging code or data;

3.2.5 infringe upon any other person's proprietary rights (including without limitation making, transmitting or storing electronic copies of materials protected by intellectual property rights without the permission of the owner);

3.2.6 send or promote any unauthorised material for advertising purposes or otherwise;

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3.2.7 attempt to gain unauthorised access to or otherwise interfere with the performance, operation or functionality of any computer facilities of and/or accessed through the Website; or

3.2.8 interfere with another person's experience of the Website or any of our Services; or use the Website other than in conformance with the acceptable use policies of any connected computer networks and any applicable Internet standards.

3.3 We reserve the right, but have no obligation, to:

3.3.1 check, vet and/or control any activity, content or information occurring on or through the Website and any of our Services;

3.3.2 investigate any infringement upon these terms herein stated and take any appropriate action thereafter;

3.3.3 report any suspicious activity concerning the possible transgression of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities.

4. Intellectual Property

4.1 The copyright, patents, trade marks, service marks, logos, registered designs and all intellectual property rights in the Website and Services, and all our content (the "**Trade Marks**"), shall vest in and remain with us or relevant third parties and licensors.

4.2 Subject to the conditions prescribed under the Copyright Act 1968 (Cth), you shall not use, modify, translate, reverse engineer, decompile, disassemble or create derivative works founded upon any software or documentation provided by us or our licensors, any of the Trade Marks (whether in its original or manipulated form), without the prior written consent from us. Nothing on the Website and Services should be construed as granting any licence or right to use any Trade Marks, without the prior written permission of us or any other applicable trademark owner.

4.3 We reserve the right to investigate infringements of Trade Marks and other intellectual property ("**Infringement**") in respect of material on the Website ("**Infringing Material**") and will take appropriate action. We will write to you if we have reason to believe there has been an Infringement.

5. Hyperlinks and Advertising

5.1 You may only create a link to our Website homepage. It must be legally done and does not adversely affect us in any way. You must not establish a link in a misleading way as to suggest a form of agency, partnership or association, approval or endorsement on our part where none exists. We reserve the right to withdraw any linking permission by giving notice without specifying any reason.

5.2 As permitted or required by law, or for your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties, and which are not under our control.

You agree that we are not responsible for your access to or use of such linked websites or content is entirely at your own risk. This also applies to sponsored content and advertisements on the Website and/or Services. While we will ensure that such material on our Website and Services will be vetted and factual, it is the advertisers' and sponsors' responsibility for such material, while complying with relevant laws and codes.

6. Limitation of Liability

6.1 The material and information displayed on the Website is provided on an "as is" and "as available" basis without any guarantees, conditions or warranties as to its completeness, errors or omissions of any kind or accuracy. We do not provide representations or warranties of any kind, implied, express or statutory, including but not limited to, the warranties of non-infringement of third-party rights, title, or relevance.

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6.2 In no event shall we be liable to you for any damages, losses, expenses, or liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through your access to, the use of, or the inability to use, the Website or Services or any of the links to other third party sites that may be present on our Website or Services.

6.3 Under no circumstances, including, but not limited to, negligence, shall we be liable for any indirect, special, consequential, loss of profits, loss of business or incidental damages suffered by any party or that result from this Agreement, the use of, or the inability to use, the Website, Services, or any other linked websites, even if we have been advised of, or should have foreseen, the possibility of such damages.

6.4 To the maximum extent permitted by applicable law, we disclaim all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of your Personal Information, including but not limited to any loss of, or any inability to retrieve, any Personal Information, howsoever caused, or any inaccuracy in the Personal Information presented, used or transmitted.

7. Indemnity

7.1 To the fullest extent allowed by law, you agree to indemnify us, our related corporations, and our related corporations' directors, officers, employees and agents (collectively, our "**Personnel**"), and hold us and our Personnel harmless, from and against any and all claims, demands, actions, suits proceedings, damages, obligations, losses, liabilities, costs, penalties or expenses (including, but not limited to, legal fees incurred by us on a full indemnity basis) of whatsoever nature which may be suffered or incurred by us as a result of or in connection with (a) your connection, access or use of our Website or Services and any links to third party websites; (b) any breach by you or us of this Agreement or such other terms as may be issued from time to time in respect of your access or use of our Website or Services (including, but not limited to, the Privacy Policy); (c) your infringement of any third party right (including any intellectual property, property, or privacy right); and your breach of any statutory requirement, duty or law.

7.2 You acknowledge and agree that any Personnel shall be entitled to rely on and enforce the indemnity in Clause 7.1 as if such Personnel were a party to this Agreement.

8. Severability

8.1 In the event any of the terms or conditions in this Agreement shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, or if any court of competent jurisdiction in a final decision so determines, such invalidity, illegality or unenforceability shall not in any way affect or impair any other terms and conditions in this Agreement, but it shall be construed that this Agreement continues to be in force save for such provisions deemed to be deleted.

9. Dispute Resolution and Applicable Law

9.1 We will use reasonable endeavours to resolve any dispute with you amicably. Please refer to our Standard Feedback & Dispute Resolution Policy on our website.

10. Miscellaneous Terms

10.1 You represent that all information submitted via the Website is done in good faith, accurate, complete, up-to-date and not misleading.

10.2 By submitting material to the Website and/or while using the Services, you hereby consent to our right to use the information for appropriate purposes. We may use it to serve you or as the case maybe, grant us a non-exclusive licence to use, reproduce, modify, publish, display, transmit, adapt and create derivative works from such material and/or to incorporate it in other works in any form, media or technology now known or later developed. Further, by

posting comments or reviews to the Website, you agree to grant us the right to use the submitted name or the username, referable to said review, comment or other content.

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