

1. The Services

1.1 The Service/s includes:

- (a) TasNetworks SMS Subscription Portal Service which is a notification service designed to notify, by way of SMS message, of
 - a. a power outage to a Service Address, and outage update notifications where available; and
 - b. the next scheduled meter reading window for a Service Address and notification once the address has been attended for a read;
- (b) TasNetworks Online Outage Reporting Service is a fault reporting service designed to enable Users to report a power outage at their Service Address.
- (c) Follow an Outage is a Service designed to allow User to subscribe to receive outage update notifications for a Service Address relating to a specific Outage listed on the website; and
- (d) Any other services, which may be offered from time to time by TasNetworks.

1.2 By using any of the Services, the User agrees to be bound by these Terms and Conditions of Use and any other Terms and Conditions that may apply, and agrees to make any additional Users nominated by that User pursuant to clause 2.5(a), aware of these Terms and Conditions of Use and any other Terms and Conditions that may apply.

1.3 TasNetworks may change these Terms and Conditions of Use or any other Terms and Conditions that may apply, at any time by placing such changes on this website at www.tasnetworks.com.au.

1.4 TasNetworks may at any time suspend or withdraw the Service/s without notifying the User, or nominated user.

2. Contact and Use of Personal Information

2.1 The User, when using the Service/s, may nominate whether they wish to receive SMS messages from TasNetworks;

2.2 If the User nominates to receive SMS messages, the User must provide their mobile phone number and not the mobile phone number of an authorised representative of that User for this purpose. TasNetworks reserves the right to verify the identity or authority of a User but is under no obligation to carry out such verification.

2.3 TasNetworks will only use the mobile phone number for the purpose at which it has been provided.

2.4 TasNetworks reserves the right to edit or remove the mobile number if it is determined to be that of another person.

2.5 In relation to the TasNetworks SMS Subscription Portal Service:

- (a) The registered User (**Primary Contact**) may nominate up to three (3) additional contacts

(**Secondary Contacts**) to receive messages for the Service Address;

- (b) The Primary Contact warrants that where Secondary Contacts are nominated, the Primary Contact has obtained the consent of the Secondary Contacts nominated for the Service;
- (c) A Service Address will be removed from a User's subscription on notification of receipt of a Change of Consumer notification for that Service Address by a Retailer; and
- (d) Information relating to TasNetworks' use of personal information can be found at www.tasnetworks.com.au.

3. Messages

3.1 Users of the TasNetworks SMS Subscription Portal Service, if requested, will be sent a message when there is a published widespread power outage affecting the Service Address provided by User. Notifications for smaller outages will not be available by this Service in the first instance.

3.2 The SMS messages from TasNetworks will contain an estimated power restoration time where this is available. TasNetworks will use their discretion to send an update if this time changes materially.

3.3 TasNetworks may at their discretion send messages related to planned power interruptions affecting the area in which the Service Address provided by User is located.

3.4 Users of the TasNetworks SMS Subscription Portal Service, if requested, will be sent a message of the next scheduled read window for the Service Address a minimum of 24 hours prior to the read window date.

4. Cancellation or variation

4.1 The User may cancel the Services by:

- (a) For the TasNetworks SMS Subscription Portal Service, by accessing their SMS Portal Account and removing all Service Addresses from their subscription.

4.2 The User will cease to receive notifications when the Outage they have subscribed to through TasNetworks' Follow an Outage Service is rectified.

5. Acknowledgements of User

5.1 TasNetworks will use reasonable endeavours to ensure that the Service/s are available and that information transmitted through the Service/s is accurate. However, the User acknowledges and agrees that:

- (a) Every effort will be made by TasNetworks to accommodate, but not all Addresses will be able to be registered for the Service/s.
- (b) It is the User's responsibility to ensure that the details provided are accurate;
- (c) All power restoration timeframes indicated in SMS messages are estimates only;
- (d) Messages may advise of an outage but the Service Address may not be subject to an outage, or the Service Address may be subject to an outage but no message is sent or received;
- (e) Every effort will be made by TasNetworks to read your meter during the scheduled read window indicated in SMS message, however unforeseen circumstances and scheduling issues may result in your meter being read outside of this window;

- (f) SMS notification that a meter reader has attended a Service Address does not necessarily mean the meter was able to be successfully read;
- (g) Service Addresses with an advanced interval meter installed are not read by a meter reader and as such will not receive any meter reading related SMS messages, even if subscribed to the service.
- (h) There may be inaccuracies, delays or failures in the Service/s or the transmission of messages;
- (i) There may from time to time be occasions where the Service/s are unavailable;
- (j) The User's service providers may delay the transmission of messages;
- (k) Some mobile phones may not be capable of receiving SMS messages from TasNetworks;
- (l) The User will not rely on the Service/s to provide accurate and timely notifications relating to the Service Address provided by User;
- (m) Information transmitted electronically will pass over public telecommunications networks, which are inherently insecure;
- (n) TasNetworks cannot guarantee and does not warrant or represent that any information or data provided for the purpose of the provision of Service/s will remain secure; or will not be exposed to unauthorised access, use, modification or disclosure by passing through public telecommunication networks; and
- (o) TasNetworks make no representation or warranty that the operation will be uninterrupted or error-free and disclaim all liability.

6. Release

6.1 To the extent permitted by law:

- (a) all warranties in connection with the Service/s are excluded; and
- (b) TasNetworks will not be liable for any loss or damage (including any consequential loss or damage) suffered by User or any other person as a result of the User subscribing to the Service/s, as a result of act or omission by TasNetworks in relation to the Service/s, including without limitation, any loss or damage arising out of or in connection with:

- (i) Any inaccuracy or error in, or any omission from messages;
- (ii) Any delay in the sending of messages;
- (iii) Any failure to send messages or any messages sent in error;
- (iv) Any delay or fault in, or failure of, the Service/s;
- (v) Any incompatibility of the Service/s with the mobile phone service provider of the User; or
- (vi) Any negligence of TasNetworks.

7. Law

- 7.1 All disputes in relation to the Service/s will be governed by the laws of Tasmania and will be dealt with by Tasmanian courts.

8. Definitions

- 8.1 **Outage** means a TasNetworks electricity outage, either planned or unplanned.
- 8.2 **Meter reading window** means your next scheduled read date plus one business day each side of this date.
- 8.3 **Retailer** means any retailer of electricity services providing electricity services to the User.
- 8.4 **Service** means any messages, web-based service or online service that may be offered by TasNetworks to User, using various systems.
- 8.5 **Service Address** means the property or premises registered on the User's supply contract and nominated by the User when using this Service.
- 8.6 **Subscription Portal Service** means a web-based page where Users can go to register to receive SMS messages relating to the Services outlined in clause 1.1.
- 8.7 **TasNetworks** means Tasmanian Networks Pty Ltd (ACN 167 357 299), incorporated in Hobart, Tasmania in Australia.
- 8.8 **User** means any person who makes use of the Service/s, and has agreed to be bound by these terms and Conditions of Use, as well as any additional persons nominated by such Users to receive messages provided under the Service/s.

9. Further Information

- 9.1 For further information contact TasNetworks on 1300 137 008, Monday to Friday between 9am to 5pm or visit TasNetworks' website at www.tasnetworks.com.au.