

WEBSITE TERMS OF USE

This website is operated by Pilbara ISOCO Limited (ACN 650 758 783) (referred to as “Pilbara ISOCO”, “we”, “us” and “our”). Pilbara ISOCO is the government appointed independent system operator for the North-West Interconnected System, an electricity grid serving mining, industrial, commercial and residential loads in Western Australia’s Pilbara region, and is vested with specific functions under the Pilbara Regime, which includes Part 8A of the *Electricity Industry Act 2004 (WA)* (**Act**), *Electricity Industry (Pilbara Networks) Regulations 2021 (WA)* (established under the Act) (**Regulations**), *Pilbara Networks Access Code 2021* (established under the Act), *Pilbara Networks Rules* (established under the Regulations).

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These are the Terms of Use (**Terms**) for accessing and using our website and any information and content we publish on our website (**Website Content**). In these Terms, all references to us includes (where the context permits) our directors, employees, agents and contractors. Any references to “you” or “user” refers to the individual accessing this website and, where that access occurs in a business context, includes any company or other organisation of which that individual is an officer, partner, member, employee or agent and other members of the same group as that company or other organisation to whom information on this website is passed.

These Terms are governed by the laws of the State of Western Australia and you submit to the exclusive jurisdiction of the Courts of Western Australia in the event of a dispute arising in connection with this website.

Acceptance of these Terms

These Terms apply to your use of our website and Website Content. If you access this website you accept and are bound by these Terms. Please read these Terms carefully.

We may modify these Terms and/or the Website Content. By accessing this website, you agree to the Terms as at the date of access.

Your responsibilities and obligations

You agree that you will use this website for lawful purposes, in compliance with the law and these Terms.

You must not use this website to: (a) impersonate or attempt to impersonate us, another user or any other person or entity; (b) transmit, or procure the sending of, any advertising or promotional material without our prior written consent; (c) engage in any conduct that restricts any other person’s use of this website, or which, as determined by us, may harm us or users of this website or expose them to liability; or (d) attempt to gain unauthorised access to, interfere with, damage or disrupt the proper working of this website.

It is your responsibility to configure your technology to access this website safely.

Regulatory publications

The Website Content includes updates and reports that we are required to publish in accordance with our statutory functions and duties under the Pilbara Regime, as required by conditions of approvals or authorisations and as well as other information about our business. We will take all reasonable steps to ensure that our website provides access to accurate information we are required to publish under the Pilbara Regime or as required by conditions of approvals or authorisations. However, this website and all Website Content is provided for your general information only, and it is not intended to constitute legal, financial, or other professional advice. You should review and verify the accuracy, completeness, reliability and suitability of the Website Content for any use to which you intend to put it and seek independent expert advice before using it.

Website Terms of Use

Disclaimers

By accessing this website you do so at your own risk. If you access this website from outside Australia, you are responsible for compliance with laws applicable to accessing the website from your location.

To the extent permitted by law, this website is provided to users on an “as is” and “as available” basis and while we have made every effort to ensure the quality of the information we publish, we are not responsible for, and we give no warranty that: (a) the Website Content is accurate, complete or adequate, and (b) this website and any Website Content will always be fully available, uninterrupted, error-free or free from viruses or any other type of malware, malicious code or software that might affect your software, systems or data.

Limitation of liability

To the maximum extent permitted by law, we exclude all liability or responsibility for any loss, damage, liability, claim and expense (including but not limited to legal costs) whatsoever, whether direct, indirect or consequential, that may result from the use of this website or any third party website able to be accessed from this website or from the use of or reliance on any information, advice, opinion, representation, provided on or made available through this website or any third party website.

If a supply under these Terms is a supply of services to a consumer within the meaning of the *Australian Consumer Law* as set out in the *Competition and Consumer Act 2010 (Cth)* (**ACL**) nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the ACL, provided that, to the extent that the ACL permits us to limit our liability, then our liability will be limited to the: (a) resupply of the services; or (b) payment of the cost of resupplying the services.

Nothing in these Terms affect any liability which cannot be excluded or limited under applicable law.

Privacy

We collect personal information in accordance with our obligations under the *Privacy Act 1988 (Cth)*. More information about the way we handle your personal information is set out in our Privacy Policy, which is available on this website. When you access our website, we may collect and record information your visit, IP address, device attributes, browser type, operating system, the pages that you viewed, and the date and time of your visit. We collect this information for statistical analysis and website development purposes. We do this by using a web analytics service, called Google Analytics. We use cookies on this website to maintain session information when you log into our website, in order to personalise your experience on it. You may refuse to use cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website.

Third-party websites

This website may include links third party websites (including banner advertisements and sponsored links and resources provided by third parties). These links are provided for your information only. Any linked third party website is not under our control. We do not accept any responsibility for these websites or the content or accuracy of the information on those websites, nor do we endorse or approve (not have we verified) the content of those linked websites. You understand that your use or access of third party websites is entirely at your own risk and subject to the terms and conditions of use for those websites.

We may also use third-party websites to connect with you and for information sharing purposes, such as Facebook, Instagram and LinkedIn. Please read any terms and conditions and privacy policies that apply to those third-party websites to ensure you understand and agree to the way your personal information will be when using those social media platforms to interact with us. We are not responsible for the collection and use of personal information of the relevant third parties.

Website Terms of Use

Intellectual property

We either own or are licensed to use the copyright and all other intellectual property rights in the Website Content. We grant to you a non-exclusive licence to view and access the Website Content for its proper purpose and not otherwise.