



## Basic Terms of Use

Welcome to T2Power.com.au. By using our website (“Site”), you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Notice govern the relationship between you and T2 Power & Control (“T2 Power & Control”), provider of the Site, in your use of the Site. The terms “Provider” or “us” or “we” refer to the owner of the Site, T2 Power & Control. The term “you” refers to the user or viewer of our Site.

The use of the Site is subject to the following terms of use:

1. The content of the pages of the Site and information available on the Site is for your general information and use only. It is subject to change without notice.
2. Your use of any information or materials on the Provider Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.
3. Additionally, by accessing and using our Site, you agree to be bound by the terms found in our Privacy Notice which can be accessed by the following [link](#).
4. The trademarks, logos and service marks (“Marks”) displayed on the Site are the property of Provider and/or other parties. You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or Sites on the World Wide Web without the written permission of Provider or such third party which may own the Marks. All information and content located on the Site is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes. Unauthorised use of the Provider Site may give rise to a claim for damages and/or be a criminal offense.
5. This Site may provide links to other Sites by allowing you to leave this Site to access third-party material or by bringing third-party material into this Site via “inverse” hyperlinks and framing technology (a “Linked Site”). Provider has no discretion to alter, update, or control the content on a linked Site. The fact that Provider has provided a link to a Site is not an endorsement, authorisation, sponsorship, or affiliation with respect to such Site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and Provider urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a linked Site.
6. Unless otherwise specifically stated, all content, products and services on the Site, or obtained from a Site to which the Site is linked (a “linked Site”) are provided to you “AS IS” without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.





7. Provider does not endorse and is not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through the Site by any party other than Provider, (b) any content provided on linked Sites or (c) the capabilities or reliability of any product or service obtained from a linked Site. Other than as required under applicable consumer protection law, under no circumstance will Provider be liable for any loss or damage caused by your reliance on information obtained through the Site or a linked Site, or your reliance on any product or service obtained from a linked Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Site, or obtained from a linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.
8. The information, software, products and descriptions of services published on the Site or a linked Site may include inaccuracies or typographical errors, and Provider specifically disclaims any liability for such inaccuracies or errors. Provider does not warrant or represent that the content on the Site is complete or up-to-date. Provider is under no obligation to update the content on the Site. Provider may change the content on the Site at any time without notice. Provider may make improvements or changes to the Site at any time.
9. You agree that Provider, its affiliates and any of their respective officers, directors, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits, cost of procuring substitute service or lost opportunity) arising out of or in connection with the delay or inability to use the Site or a linked Site, or with the delay or inability to use the Site or a lined Site, even if Provider is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorised access, theft, operator errors, strikes or other labour problems or any force majeure. Provider cannot and does not guarantee continuous, uninterrupted or secure access to the Site.
10. The Provider may contract with other companies or individuals in order to provide you services. You agree that the Provider cannot be held liable for any actions or inactions of any contractor used by the Provider in connection with providing you services.
11. It is your exclusive obligation to maintain and control passwords to your account. You are exclusively responsible for all activities that occur in connection with your user name and password. You agree to immediately notify Provider of any unauthorised uses of your user name and password or any other breaches of security. Provider will not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account.
12. The Provider may terminate your access to the Site without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of the Basic Terms of Use that by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.



13. Your use of the Provider Site and any dispute arising out of such use of the Site is subject to the laws of the State of Queensland, Australia and applicable federal law without regard to conflicts of laws principles. You agree that you will first attempt to resolve any concern or issue with the Provider or with the use of this website by communicating fully your concern with the Provider. Should communication with the Provider not resolve your concern or issue, you agree to submit your concern or issue to the courts of the State of Queensland, Australia, within one year of the dispute arising. You also agree that the successful party in any court action will be entitled to payment of its reasonable attorney fees involved in reaching a final order.
14. These Basic Terms of Use and other referenced material are the entire agreement between you and the Provider with respect to the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Provider with respect to the Site and govern the future relationship regarding your use of the Site. You may choose to enter into a contract or proposal for production of goods with the Provider as a result of your use of this Site, and, if so, the terms of that contract or proposal, to the extent they differ from these Basic Terms of Use, will be controlling. If any provision of the Basic Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Basic Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
15. Without limitation on any of our other rights or remedies at law, in equity or under these Terms, we may terminate your license to use these Services, in whole or in part, including your right to use any Products, without providing any refund or cancelling your obligation to make instalment payments where applicable, if we determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms. This includes, but is not limited to, any rude, harassing or other damaging statements that are made on any of the Provider's websites directed to any other customers of the Provider.
16. The total aggregate liability of Provider arising from or related to your use of Provider's services, from all theories of liability and all causes of action, shall in no case exceed the total amount of fees actually received by Provider from you in the 6 months preceding your claim.
17. You shall indemnify and hold harmless Provider against any third party claim arising from or related to your use of Provider's services.
18. Provider may assign this agreement without your consent in whole or in part at its sole discretion.
19. By continuing to use Site, you represent and warrant that you are 18 years of age or over.