

# Terms of Use

OzGreen Energy Pty Ltd

*Trading as TracWater, TracNet and MeterTrac*

Revision 2.0 · Effective Date: 21<sup>st</sup> April 2026

## 1. TERMS OF USE

OzGreen Energy Pty Ltd (**ABN 63 144 898 162 / ACN 144 898 162**) (“OzGreen Energy”, “we”, “us” or “our”) operates a number of websites and online services under the trading names **TracWater**, **TracNet** and **MeterTrac**. These Terms of Use apply to your use of any OzGreen Energy website, including (without limitation) [www.ozgreenenergy.com.au](http://www.ozgreenenergy.com.au), [www.tracwater.com](http://www.tracwater.com), [www.tracwater.in](http://www.tracwater.in), [www.tracnet.com.au](http://www.tracnet.com.au) and [www.metertrac.com.au](http://www.metertrac.com.au) (each a “**Website**” and collectively the “**Websites**”).

By accessing or using any Website you agree to be bound by these Terms of Use and by our Privacy Policy, which is incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use, you must not access or use the Websites.

These Terms of Use should be read together with any separate written agreement you may have with OzGreen Energy for the supply of products or services (including Information-as-a-Service and Software-as-a-Service subscriptions). Where there is an inconsistency between these Terms of Use and a separate written agreement signed by us, the separate written agreement prevails to the extent of the inconsistency in relation to the subject matter of that agreement.

### 1.1 About this website

The Websites are owned and operated by OzGreen Energy. The Websites provide general information about our businesses, products and services, including water quality monitoring, wireless pressure and flow monitoring, environmental sensing, and related cloud platforms and analytics. The information on the Websites is provided for general information only and does not constitute an offer or an invitation to treat. You should not rely on any information on the Websites without making your own enquiries and, where appropriate, obtaining independent professional advice.

Access to a Website does not, of itself, create any contract, agency or other legal relationship between you and OzGreen Energy. A contract for the supply of products or services is formed only when we expressly accept your order in writing on our applicable supply terms.

### 1.2 Your use of the Websites

You must not:

- pass off any content, text, images, logos, branding or other material from a Website as your own;
- interfere with the operation of a Website or any server or network used in connection with a Website, including by introducing any virus, worm, trojan, malware, time-bomb or other harmful code;
- attempt to gain unauthorised access to a Website, any customer portal, or any account or data which is not yours;
- use a Website to transmit unsolicited commercial messages, to harvest email addresses or other personal information, or to otherwise breach any applicable law relating to spam, privacy or consumer protection;

- use a Website for any unlawful, fraudulent, harmful, defamatory, obscene, offensive, harassing or otherwise objectionable purpose;
- reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any software or online service accessible through a Website except to the extent that such restriction is prohibited by law; or
- use any robot, spider, site search/retrieval application, scraper or other device or process to retrieve, index, data-mine or in any way reproduce or circumvent the navigational structure or presentation of a Website, other than for legitimate search-engine indexing consistent with our robots.txt file.

All information you provide to us through a Website (including through contact forms, enquiry forms, brochure or demonstration requests, or newsletter sign-ups) must be true, accurate, current and not misleading, and must not be confidential unless clearly marked as such. You are responsible for maintaining the confidentiality of any username, password or API key issued to you in connection with a Website or a customer portal, and you are responsible for all activities that occur under that credential.

### 1.3 Licence and ownership

Subject to these Terms of Use, OzGreen Energy grants you a limited, non-exclusive, non-transferable, revocable licence to access and view the Websites for your personal or internal business use.

All copyright, trade marks, design rights, patents, know-how and other intellectual property rights in or relating to the Websites, and in any text, images, graphics, videos, data, software, interfaces, technical drawings, specifications, patent numbers, case studies, white papers and other content made available on or through the Websites (“Content”), are owned by or licensed to OzGreen Energy and are protected under the Copyright Act 1968 (Cth), the Trade Marks Act 1995 (Cth), and applicable laws in Australia and other countries.

No Content may be reproduced, adapted, republished, uploaded, framed, performed in public, distributed, sold, licensed, transmitted or otherwise exploited in any form or by any means (whether electronic or otherwise) without the prior written consent of OzGreen Energy, except that you may view and print extracts from a Website for your own personal or internal business reference provided that (i) you do not modify the Content, (ii) you retain all copyright and other proprietary notices, and (iii) you do not use the Content in a manner that is misleading or suggests endorsement by OzGreen Energy. The names “**TracWater**”, “**TracNet**” and “**MeterTrac**”, together with the TracWater SCADA-Link logo and other custom graphics, icons and trade dress that appear on the Websites, are trade marks of OzGreen Energy (whether registered or unregistered). Nothing on the Websites should be construed as granting any licence or right to use any trade mark of OzGreen Energy without our prior written consent.

Details of patents granted to OzGreen Energy or TracWater Pty Ltd, and patents pending, are published on the Websites from time to time. Products described on the Websites may be covered by additional patents not listed. No licence to any such patent is granted by implication, estoppel or otherwise by reason of the publication of patent information on the Websites.

### 1.4 Third-party links, content and services

The Websites may contain links to third-party websites, resources, content, software, applications or services (“Third-Party Materials”). Third-Party Materials are provided solely as a convenience to you and do not constitute an endorsement, recommendation or approval by OzGreen Energy of the operator, provider, content or accuracy of those materials.

To the maximum extent permitted by law, OzGreen Energy makes no representations or warranties of any kind in relation to Third-Party Materials, including as to their availability, correctness, accuracy, currency,

performance, quality, fitness for any purpose, non-infringement or compliance with law. You access and use Third-Party Materials at your own risk. All dealings (including the purchase of goods or services) that you have with any third party accessed via a Website are solely between you and that third party, and OzGreen Energy is not a party to and accepts no responsibility for any such dealings.

Certain Third-Party Materials referenced on our product pages (for example, underlying sensor hardware, telecommunications networks, and third-party cloud infrastructure) are supplied by our suppliers or technology partners under their own terms and policies. Where you acquire products or services that incorporate Third-Party Materials, separate third-party licence terms may apply and will be disclosed to you at or before the point of sale.

## 2. USER-SUBMITTED CONTENT AND COMMUNICATIONS

### 2.1 Submissions you make to us

You may from time to time submit information, data, questions, comments, enquiries, testimonials, feedback or other material to OzGreen Energy through the Websites or by email, telephone or other means (“Submissions”).

By making a Submission you warrant that (i) you have all necessary rights to make the Submission, (ii) the Submission is true and accurate to the best of your knowledge, (iii) the Submission does not infringe the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party, and (iv) the Submission is not defamatory, unlawful, harmful, harassing, obscene or otherwise objectionable.

Unless a Submission constitutes personal information governed by our Privacy Policy (in which case the Privacy Policy applies), you grant OzGreen Energy a perpetual, irrevocable, worldwide, royalty-free, sub-licensable licence to use, reproduce, adapt, publish, translate, distribute and display the Submission, in whole or in part, in any form, media or technology now known or later developed, for the purpose of operating, promoting and improving our products, services and Websites. Without limiting the foregoing, you acknowledge that we may publish testimonials and case-study Submissions (with any identifying information anonymised at your request) as part of our marketing materials.

### 2.2 Account security

Where a Website provides access to a password-protected area (including any customer portal, IaaS or SaaS platform), you must keep your login credentials secure and confidential, must not share your credentials with any person who is not authorised by you, and must notify us promptly at [admin@tracwater.com.au](mailto:admin@tracwater.com.au) if you suspect any unauthorised access to your account. You are responsible for all activity occurring under your credentials until you notify us of suspected compromise.

## 3. DISCLAIMER OF WARRANTIES

The Websites and all Content are provided on an **“as is”** and **“as available”** basis. To the maximum extent permitted by law, and subject always to clause 3.3, OzGreen Energy excludes all representations, warranties, conditions, guarantees and terms (whether express or implied by statute, common law, custom, course of dealing or otherwise), including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, in relation to the Websites and the Content.

### 3.1 No guarantee of accuracy or availability

Without limiting clause 3, OzGreen Energy does not warrant that: (i) the Content is accurate, current, complete or free from error or omission; (ii) the Websites will be uninterrupted, secure or error-free; (iii) the Websites or the servers that make them available are free of viruses or other harmful components; or (iv)

any defects will be corrected. Technical specifications, photographs, performance claims and patent information published on the Websites are indicative only and may be changed without notice. You should confirm specifications in writing before relying on them for any purchase or engineering decision.

### 3.2 No professional advice

Content on the Websites does not constitute professional engineering, scientific, legal, financial or regulatory advice. You should obtain advice from a suitably qualified professional before acting or refraining from acting on the basis of any Content.

### 3.3 Australian Consumer Law

Nothing in these Terms of Use excludes, restricts or modifies any right, guarantee, warranty, representation, condition or remedy under the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law set out in Schedule 2 to that Act) or any other applicable law, where to do so would be unlawful or would render any provision of these Terms of Use void. Where a non-excludable statutory guarantee applies, our liability for a breach of that guarantee is limited to the maximum extent permitted by law. In particular, where the goods or services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of any non-excludable guarantee is limited, at our option, to any of the following: (i) in the case of goods, the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

## 4. LIMITATION OF LIABILITY

Subject to clause 3.3 and to the maximum extent permitted by law:

- OzGreen Energy will not be liable to you or any third party for any indirect, special, incidental, consequential, punitive or exemplary loss or damage, or for any loss of profit, loss of revenue, loss of business, loss of contract, loss of opportunity, loss of goodwill, loss or corruption of data, loss of anticipated savings, or business interruption, however caused (including by negligence), arising out of or in connection with your access to or use of the Websites or any Content, even if we have been advised of the possibility of such loss or damage;
- the total aggregate liability of OzGreen Energy to you arising out of or in connection with these Terms of Use and your use of the Websites, whether in contract, tort (including negligence), under statute or otherwise, is limited to the greater of (i) AUD \$100, or (ii) the amount paid by you to OzGreen Energy in the 12 months immediately preceding the event giving rise to the liability (excluding amounts paid under a separate signed supply agreement, which will be governed by the limitation of liability clause in that agreement); and
- you release, and agree to release, OzGreen Energy from any liability for loss or damage arising out of or in connection with any Third-Party Materials or your dealings with any third party accessed through the Websites.

Each limitation in this clause 4 applies separately, so that the failure of one limitation does not affect the operation of any other.

## 5. INDEMNITY

You agree to indemnify, defend and hold harmless OzGreen Energy and its officers, employees, contractors, agents, affiliates, licensors and suppliers (each an “Indemnified Party”) from and against any and all claims,

demands, actions, suits, proceedings, losses, damages, liabilities, costs and expenses (including reasonable legal costs on a solicitor-and-own-client basis) arising out of or in connection with:

- your access to or use of the Websites in breach of these Terms of Use or of any applicable law;
- any Submission you make to us which breaches the warranties in clause 2.1;
- your infringement of any intellectual property right or other right of any person; or
- any wilful, reckless or negligent act or omission by you in connection with the Websites.

The Indemnified Party is entitled to conduct the defence of any indemnified claim, and you must cooperate in good faith with the Indemnified Party's defence. This indemnity survives termination of these Terms of Use.

## **6. PRIVACY**

Our collection, use, storage and disclosure of personal information in connection with the Websites is governed by our Privacy Policy, which is available on each Website and which is incorporated into these Terms of Use by reference. By using the Websites you consent to the collection, use and disclosure of your personal information as described in the Privacy Policy.

## **7. SECURITY**

We take reasonable steps to protect the Websites and any personal information you submit to us. Without limitation, we encrypt transmissions of sensitive information using Transport Layer Security (TLS), we align our internal information security management practices with ISO/IEC 27001, and (where relevant) we adhere to the applicable Payment Card Industry Data Security Standard (PCI DSS) for any payment data handled by us or our payment processors.

You acknowledge, however, that no method of transmission over the internet or method of electronic storage is completely secure, and that OzGreen Energy cannot, and does not, guarantee the absolute security of the Websites or of any information you submit to us. Any security questions may be directed to our Information Security Officer at [privacy@ozgreenenergy.com.au](mailto:privacy@ozgreenenergy.com.au).

## **8. MODIFICATION AND TERMINATION**

### **8.1 Changes to these Terms of Use**

We may amend these Terms of Use from time to time. The revised Terms of Use will take effect from the date they are posted on the Websites (or from such later date as is stated in the revised document). Your continued use of the Websites after the effective date of any revision constitutes your acceptance of the revised Terms of Use. You should check this page regularly for changes.

### **8.2 Changes to the Websites**

We may at any time, without notice to you, modify, suspend or discontinue all or any part of a Website, any Content, or any feature of a Website. We are not liable to you or any third party for any such modification, suspension or discontinuation.

### **8.3 Termination of access**

We may, in our sole discretion and without notice, terminate or suspend your access to any Website or any password-protected area of a Website if we reasonably believe you have breached these Terms of Use, if required by law, or if continued access may expose OzGreen Energy or any other person to legal or

reputational risk. Clauses which by their nature are intended to survive termination (including clauses 1.3, 2.1, 3, 4, 5, 6, 10 and 11) will so survive.

## 9. NOTICES

Any notice to OzGreen Energy under these Terms of Use must be in writing and sent to the address set out in clause 12 below, with a copy by email to [admin@tracwater.com.au](mailto:admin@tracwater.com.au). Any notice to you under these Terms of Use will be given to the email or postal address you most recently provided to us, or (for notices of general application to all users) by posting on the Websites.

## 10. GOVERNING LAW AND JURISDICTION

These Terms of Use are governed by the laws of the State of Queensland and the Commonwealth of Australia. You and OzGreen Energy each irrevocably submit to the exclusive jurisdiction of the courts of Queensland, and of the courts entitled to hear appeals from those courts, in respect of any dispute or matter arising out of or in connection with these Terms of Use or your use of the Websites.

If you access the Websites from a location outside Australia, you do so at your own initiative and are responsible for compliance with local laws to the extent they apply.

## 11. DISPUTE RESOLUTION

Before commencing any court proceeding (other than proceedings for urgent injunctive relief), a party with a dispute, controversy or claim arising out of or in connection with these Terms of Use (a "Dispute") must give written notice of the Dispute to the other party setting out reasonable particulars of the Dispute and the outcome sought.

The parties must then negotiate the Dispute in good faith for a period of at least 30 days following delivery of the notice. If the Dispute is not resolved by negotiation within that period, either party may refer the Dispute to mediation administered by the Resolution Institute in Australia in accordance with the Resolution Institute Mediation Rules then in force. If the Dispute is not resolved within 60 days of referral to mediation (or such longer period as the parties may agree in writing), either party may commence court proceedings.

Nothing in this clause 11 prevents a party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction.

## 12. GENERAL

### 12.1 Entire agreement

These Terms of Use, together with the Privacy Policy and any separate written agreement you may have with OzGreen Energy for the supply of products or services, constitute the entire agreement between you and OzGreen Energy in relation to the subject matter of these Terms of Use, and supersede all prior representations, understandings and agreements (whether oral or written).

### 12.2 Severability

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any jurisdiction, that provision is, for that jurisdiction only, severed from these Terms of Use to the extent necessary, without affecting the validity, legality or enforceability of the remaining provisions of these Terms of Use in that or any other jurisdiction.

### 12.3 Waiver

No failure or delay by OzGreen Energy to exercise any right, power or remedy under these Terms of Use operates as a waiver of that right, power or remedy. Any waiver must be in writing signed by OzGreen Energy to be effective.

### 12.4 Assignment

You must not assign, transfer, sub-licence or otherwise deal with your rights or obligations under these Terms of Use without our prior written consent. OzGreen Energy may assign or novate its rights and obligations under these Terms of Use at any time, including to any member of the OzGreen Energy group of companies or to any purchaser of the TracWater, TracNet or MeterTrac business as part of a sale of assets or a change of control.

### 12.5 Force majeure

OzGreen Energy is not liable for any failure or delay in the performance of any obligation under these Terms of Use to the extent caused by any event or circumstance beyond its reasonable control, including acts of God, natural disasters (floods, bushfires, cyclones), pandemic, war, terrorism, civil unrest, strikes or labour disputes, failures of third-party telecommunications or cloud-infrastructure services, cyber-attack, or action of any governmental authority.

### 12.6 No agency or partnership

Nothing in these Terms of Use creates any agency, partnership, joint venture or employment relationship between you and OzGreen Energy.

### 12.7 Interpretation

In these Terms of Use, unless the context otherwise requires: (i) headings are for convenience only and do not affect interpretation; (ii) the singular includes the plural and vice versa; (iii) references to a statute or regulation include all amendments, replacements and re-enactments; (iv) “including” and similar expressions are not words of limitation; and (v) a reference to “writing” includes email.

## 13. CONTACT US

If you have any questions about these Terms of Use, or if you wish to give us any notice under these Terms of Use, please contact us using the details below.

<p><b>Queensland Office (registered)</b>                      OzGreen Energy Pty Ltd                      Trading as TracWater                      Unit 2, 55 Newheath Drive                      Arundel QLD 4214 Australia</p> <p>Tel (Australia): 1300 503 639                      International: +61 415 585 616                      General: <a href="mailto:info@tracwater.com.au">info@tracwater.com.au</a>                      Admin / notices: <a href="mailto:admin@tracwater.com.au">admin@tracwater.com.au</a>                      Privacy / security: <a href="mailto:privacy@ozgreenenergy.com.au">privacy@ozgreenenergy.com.au</a></p>	<p><b>Victoria Office</b>                      OzGreen Energy Pty Ltd                      Trading as TracWater                      Suite 108, 139 Cardigan St                      Carlton VIC 3053 Australia</p> <p>Tel: 03 8000 8139                      International: +61 415 585 616                      General: <a href="mailto:admin@tracwater.com.au">admin@tracwater.com.au</a></p>
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