

## **Hit The Switch Terms & Conditions**

Hit the Switch is a not for profit program which is currently being presented in face-plate only mode to gauge interest. Interest will be gauged by registrations and feedback and this will determine how the program progresses. The aim of the program is to bring together a group of people who are interested in saving electricity at home. The program seeks to share information about best practices as well as run a challenge whereby people can use the ideas and information presented to cut their household electricity usage.

### **The Mission Statement of Hit The Switch is:**

**To Help Save Electricity in the home and around the world.**

### **General Terms**

Hit The Switch, here-in referred to as **The Facilitator** makes no claims, commitments or promises as to the savings a person or household might make. Furthermore, The Facilitator makes no claims as to when the program will go live and reserves all rights to change, manage or terminate the program with or without notice to persons registered or casually using (unregistered) services of the site. These persons, referred to here after as Users or The Users may terminate their association with the Hit The Switch, at times referred to here after as The Program or program, and can opt out of receiving further emails and communication.

The Users, once registered will be entered in an email data base and will receive periodic emails relevant to the program. The Facilitator reserves the right to terminate the program with or without notice to its Users.

All Intellectual Property Rights are reserved and withheld to the fullest extent of the law and not allowed to be replicated or used in any public forum without the express written permission of The Facilitator. The Facilitator offers no warranties what-so-ever in relation to the use of this service. Limitation of liability; The Facilitator claims the limit of all liabilities to the fullest extent of the law.

Not rights what-so-ever are extended to The User of this program by The Facilitator.

Term and Termination: The term of this agreement is opened and can at any time be terminated by The Facilitator or the User, without seeking permission of the other. Both parties have the power to discontinue using the service. The Facilitator has the power to terminate the account of The User should it deem that The User is using the program in a manner contrary to the mission of the program or for any other reason. This right is at the sole discretion of The Facilitator. The Facilitator reserves full rights to adjust and amend these terms and conditions as required and without notice to the user or any other party. It is expected that as the program grows and or changes, this will be the case. It is the responsibility of The User to periodically review the terms and conditions of the program to ensure that they wish to continue their association.

By registering at this site you acknowledge that you are a) legally able to do so within the laws of your region. That if you are doing so on behalf of a household or other parties that you have their permission to do-so.

You acknowledge that you will not hold, The Facilitator liable for any loss or damage resulting from your understanding, reliance on any instruction, notice, document or communication provided by The Facilitator or any entity associated with The Facilitator.

At this stage, you acknowledge that you are signing up not as an account holder but only as an interested person to be part of a program which may or may not continue. Should the program continue and or evolve, you understand and accept that The Facilitator may need to change

these terms and additional clauses, caveats and conditions may be put in place. You will have the opportunity to review these as they will be displayed on the site but you may not be advised by the Facilitator to check them, this will be incumbent on you, The User.

You acknowledge and accept that services based around this site may be for commercial purposes and you accept that you may be offered products or services from 3<sup>rd</sup> party providers, partners or affiliate sites linked to The Facilitators site, Hit The Switch. You acknowledge and accept that these services or products do not constitute a breach of The Facilitators stated position as a not for profit program. You acknowledge and accept that at its discretion The Facilitator may share Users contact details such as, but not limited to, email addresses to 3<sup>rd</sup> party providers either associated with or party to the Facilitator. These products or services will be relevant to the expression of interest you as The User have shown by Registering at Hit The Switch.

This site will require you to adhere to a Code of Conduct and that as a User of the site you acknowledge and agree that you:

- ❖ Will not impersonate another person
- ❖ Will not post false or misleading information
- ❖ Will not denigrate the program
- ❖ Will not engage in anything which is illegal, or promotes or encourages illegal activity;
- ❖ Will not promote, encourage or engage in defamatory, harassing, abusive or otherwise objectionable behaviour;
- ❖ Will not promote, encourage or engage in child pornography or the exploitation of children;
- ❖ Will not promote, encourage or engage in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
- ❖ Will not promote, encourage or engage in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- ❖ Will not infringe on the intellectual property rights of another User or any other person or entity;
- ❖ Will not Violate the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
- ❖ Will not interfere with the operation of this Site or the Services found at this Site;
- ❖ Will not exchange information which contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- ❖ Will not share information which contains false or deceptive language, or unsubstantiated or comparative claims, regarding The Facilitator or any entity associated with The Facilitator.

❖  
**Furthermore:**

5. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by The Facilitator.
6. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
7. You will not access The Facilitator's Content or User Content through any technology or means other than through this Site itself, or as The Facilitator may designate.
8. You agree to back-up all of your User Content so that you can access and use it when needed. The Facilitator does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
9. You will not use this Site or the Services found at this Site, including any of The Facilitators related technologies, sites or entities for any commercial use without The Facilitators express prior written consent.

You accept, understand and acknowledge that The Facilitator, Hit The Switch reserves the right to modify, change, or discontinue any aspect of this Site, the program or the Services found at this Site at any time.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted by you, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate The Facilitator to treat your User Submissions as confidential or secret.
3. The Facilitator has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. The Facilitator may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

The Facilitator shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

The Facilitator expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or services for any reason (as determined by The Facilitator at its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by The Facilitator in offering or delivering any Services (ii) to protect the integrity and stability of, and correct mistakes (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of The Facilitator, its officers, directors, employees and agents, as well as The Facilitators affiliates, associates, partners and parents organizations.

By clicking **I Agree**, You as the User acknowledge and agree that you have understood and accepted all the Terms and Conditions of this document. You agree The Facilitator may immediately terminate any Users agreement which it believes, in its sole and absolute discretion, is in breach of any of the stated terms or conditions and that that the User will have no legal recourse or otherwise against the facilitator.

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by The Facilitator. The Facilitator assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, The Facilitator does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release The Facilitator from any and all liability arising from your use of any third-party website. Accordingly, The Facilitator encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

#### DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT. THE FACILITATOR HIT THE SWITCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND THE FACILITATOR HIT THE SWITCH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE FACILITATOR HIT THE SWITCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITATOR HIT THE SWITCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE FACILITATOR HIT THE SWITCH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE FACILITATOR HIT THE SWITCH'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

**INDEMNITY**

You agree to protect, defend, indemnify and hold harmless The Facilitator Hit The Switch and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by The Facilitator Hit The Switch directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of these Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

**DECLARATION:**

The Facilitator of this site, Hit The Switch, is, and is owned by and operated by The registered Australian Company The Bell Lap Pty Limited ACN: 114058347. This company is a limited liability company and operates within Australian law and claims to the fullest extent of all indemnity and limits to liability. Users of the program should acknowledge, understand and accept that at some point in the future, The Facilitator may wish to sell the site and as a user you acknowledge that The Facilitator has every right to do-so and may do-so for a sum of money which will be negotiated between the buyer and the seller. Any sale of this site does not constitute a breach of the stated position of the site being a not for profit entity. If any user does not accept and agree to this condition they should not register to be part of the program.

**SUCCESSORS AND ASSIGNS**

These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**NO THIRD-PARTY BENEFICIARIES**

Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

**COMPLIANCE WITH LOCAL LAWS**

The Facilitator Hit The Switch makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

If you have any questions about these Terms and Conditions, please contact us by email or regular mail at the following address: These obligations aforementioned shall survive any termination or expiration of your use of this Site, the program or the Services found at this Site.

The Facilitator - Hit The Switch  
The Bell Lap Pty Limited  
5/86 Heathcote Road  
Moorebank 2170  
Sydney Australia  
contact@hittheswitch.org