



Greenhouse Emissions Measure Manage Minimise Suite (G3MS) Terms and Conditions

References to Carbon Planet in these terms and conditions means Carbon Planet Limited ABN 11 091 160 897.

The Greenhouse Emissions Measure Manage Minimise Suite or G3MS (as may be updated, upgraded and modified from time to time) is a central database and associated software able to be used for the purpose of capturing, storing, integrating, updating, analysing and reporting on greenhouse gas emissions data.

The G3MS is owned by Carbon Planet.

Please read the following terms and conditions of use carefully before using the G3MS. In using the G3MS, you agree to be bound by these terms and conditions as they appear from time to time.

The G3MS, these terms and conditions and the services being offered are subject to change at any time without notice. Amendments will be effective immediately.

Purpose

The G3MS is designed as a tool for collecting, calculating and reporting on emissions data related to a person, for the purposes of reporting to that person as well as to Government agencies.

By using the G3MS, you acknowledge and agree to be bound by Carbon Planet's Privacy Policy http://www.g3ms.net/account/privacy_policy.

Any information you enter into the G3MS may be used by Carbon Planet or an authorised Carbon Planet G3MS licensee to:

- identify you for the purposes of verifying the completeness and accuracy of the information you have entered into the G3MS;
- contact you to discuss the results of analysing and reporting the information you have entered into the G3MS; and
- collate, or otherwise summarise the information you have entered into the G3MS in a de-identified form for benchmarking and statistical purposes.

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Any personal information you submit will be stored and handled in accordance with Carbon Planet's Privacy Policy and the requirements of the *Privacy Act 1988 (Cth)*.

Access to Services

You acknowledge that you will only access the G3MS using the user name and password provided to you by Carbon Planet or an authorised Carbon Planet G3MS licensee.

You must not provide access or use of the G3MS to another person, without prior written permission from Carbon Planet.

By using the G3MS you agree that any details that you supply in the course of using the G3MS or acquiring services are true and accurate.

Carbon Planet reserves the right to refuse to provide the requested services to you.

Availability of services

The services offered on the G3MS are only available to persons capable of entering into a legally binding contract. If you are not 18 years of age or over, you must seek the permission of your parents or guardians to use these services.

Intellectual Property

Copyright and all other intellectual property in materials contained on the G3MS is owned or licensed by Carbon Planet. No intellectual property or other right in and to the information and materials on the G3MS is transferred to users of the G3MS.

Except as permitted under the *Copyright Act 1968 (Cth)*, or any other applicable law in your location, you may not adapt, reproduce, publish or distribute copies of materials found on the G3MS (including, but not limited to text, logos, graphics, sound or images) in any form (including by e-mail or other electronic means), without prior written permission from Carbon Planet.

You may not frame any of the content of the G3MS or incorporate it into another website.

In the event that you suggest Carbon Planet make any improvements, developments, variations or modifications to the G3MS, you agree that Carbon Planet is not obliged to act on such a suggestion, but that if it chooses to do so

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all intellectual property rights that you have in any of these improvements, developments, variations or modifications will be automatically assigned to Carbon Planet without any further documentation being required to complete this assignment.

Obligations

By using this site you acknowledge and agree that:

- you will be solely responsible for all aspects (including but not limited to the accuracy and correctness) of the information that you provide;
- you warrant that the information that you provide is not fraudulent, defamatory and does not infringe the intellectual property rights, confidentiality rights, or privacy rights of any person;
- you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethically objectionable;
- you will only provide current, accurate and up-to-date information and will endeavour to ensure that the information you provide is not misleading;
- you will not impersonate any other person;
- Carbon Planet takes no responsibility whatsoever for the accuracy or truthfulness of information supplied by any third parties on the G3MS. By using the services you acknowledge that Carbon Planet does not screen or take any steps to verify the information supplied by any third party. For the avoidance of doubt, you acknowledge that Carbon Planet takes no responsibility whatsoever nor makes any representations, either express or implied, as to quality, accuracy, reliability or credibility of information supplied via the G3MS;
- you will take all reasonable measures to protect the security of the user name and password that Carbon Planet has provided you to enable you to access this site, so that these details do not become known to any other person; and

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- you will only use the G3MS for the purposes specified by Carbon Planet.

Disclaimer

Carbon Planet does not warrant that any material you submit to the G3MS will be protected against loss, misuse or alteration by third parties.

Carbon Planet is not liable for any loss resulting from any action taken or reliance made by you on any of the information or material posted on the G3MS. If you use or otherwise rely on any of the information on the G3MS you are responsible for ensuring by independent verification its accuracy or completeness.

Limitation of Liability

Carbon Planet, its agents, instrumentalities, officers or employees will not, under any circumstances (including negligence), be liable for, or accept responsibility for any compensatory, special, incidental, direct, indirect or consequential damages of any kind, liabilities, claims and expenses, however caused, (including but not limited to legal costs and defence or settlement costs), or any damages for loss of data, profit or income or any other losses whatsoever that result from the use of the G3MS, or reliance on, information contained on or accessed through the G3MS, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits Carbon Planet from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to supplying the relevant services again or the payment of the costs of having the services supplied again.

This disclaimer does not exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Indemnity

If Carbon Planet suffers any loss or damage or incurs any costs in connection with any breach of these terms and conditions then you agree to indemnify Carbon Planet for those losses, damages or costs.

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Specific Warnings

You must ensure that your access to the G3MS is not illegal or prohibited by laws which may apply to you.

You must ensure that your data is supplied on the medium and in the format specified on the G3MS.

You must take your own precautions to ensure that the process which you employ for accessing the G3MS does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. For the avoidance of doubt, Carbon Planet does not accept responsibility for any interference or damage to your computer systems which arises in connection with your use of the G3MS or any linked websites.

Responsibility for the content or advertisements appearing on the G3MS (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such content or advertisements does not constitute a recommendation or endorsement by Carbon Planet of the advertisers' products and each advertiser is solely responsible for any representations made in connection with the advertisement.

Carbon Planet cannot and does not guarantee that access to the G3MS will be uninterrupted or error free. It will be necessary to perform scheduled and unscheduled maintenance on the G3MS from time to time, which may result in interruptions to your access. Carbon Planet will not be responsible for any loss, damage, cost or expense arising from your ability or inability to use the G3MS for any reason.

We do not accept liability for any losses arising directly or indirectly from corruption to or loss of data, errors or interruptions, any suspension or discontinuance of the service, and transmissions by other users in contravention of the user's obligations as set out in these terms and conditions.

You must indemnify Carbon Planet and our related bodies corporate and our directors and employees against any claim by a third party arising out of a breach of these terms and conditions either by you or by any person using your user name and password, whether or not you have authorised that person to use your user name and password.

Links from the G3MS

For your convenience and information, the G3MS contains links to other sites. Those links are provided for convenience only and may not remain current or

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be maintained. Carbon Planet makes no representation or warranty as to the accuracy, quality, fitness for purpose or any other aspect of the information on those linked sites. Any links to another site should not be construed as an endorsement or recommendation of any information, goods or services contained on that website. Your use of the links to other sites is entirely at your own risk.

Data Collection and Privacy

Carbon Planet respects your privacy. We undertake to comply with the terms and conditions of our privacy policy, a copy of which can be viewed online. You agree to be bound by Carbon Planet's privacy policy.

You must ensure that all personal information you submit or otherwise provide as content on the G3MS is collected, stored and handled in accordance with the *Privacy Act 1988* (Cth).

You agree to grant Carbon Planet a non-exclusive, perpetual, non-transferable, royalty-free licence to use the content you provide on the G3MS in the form provided and in de-identified form for benchmarking and statistical purposes, in accordance with the *Privacy Act 1988* (Cth).

Security of Information

Unfortunately, no data transmitted over the Internet can be guaranteed as totally secure. Carbon Planet strives to protect information (such as your contact details), but Carbon Planet does not warrant and cannot ensure the security of any information which you transmit. Accordingly, any information which you transmit is transmitted at your own risk.

Termination of Access

These terms and conditions and your access to the G3MS may be terminated by Carbon Planet or an authorised Carbon Planet G3MS licensee at any time without notice. All disclaimers, retractions and limitations of liability will survive termination.

Governing Law

These terms and conditions are governed by the laws in force in South Australia, Australia. You agree to the jurisdiction of the courts of South Australia, Australia.

General

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Carbon Planet accepts no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.

If Carbon Planet waives any rights available to it under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

To return to the G3MS, click where indicated. By doing so, you acknowledge that you have read, understood and accepted the above terms of use.

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