



AMBER ELECTRIC SMARTSHIFT™ PROGRAM

Thank you for participating in our SmartShift™ Program.

The following Schedule outlines the Services that will be provided to You under the SmartShift™ Program.

SCHEDULE:

Your Name: As set out in the application, which must be consistent with your Amber Electric account

Your Premises: As per your Amber Electric customer account

Services:

This is the Service that will be provided to You at Your Premises, for Household Battery Automation

YOUR SMARTSHIFT™ CONTRACT

About this SmartShift™ Contract

All capitalised terms used in this document are defined in the Glossary on the last page.

You have already entered into a market retail supply contract with Amber Electric. The Services to which this SmartShift™ Contract applies are “add-on” services provided in conjunction with your regular electricity supply services.

Your SmartShift™ Contract is made up of the following documents:

1. this document, which sets out the main terms and conditions of our SmartShift™ Program, under which energy optimisation services are provided to You at Your Premises (the SmartShift™ Contract); and our privacy policy
2. Attachment 1: Service outline.
3. Attachment 2: clickthrough software license agreement (attachment 4) which applies to the software designed to optimise your device.



By entering into this SmartShift™ Contract, you agree to the terms and conditions set out in each of the applicable documents which comprise this SmartShift™ Contract.

If your market retail supply contract ends, this SmartShift™ Contract will also terminate on and from the date and time that the market retail supply contract ends.

The Parties

This SmartShift™ Contract is between Amber Electric Pty Ltd (**Amber**) and You. If more than one person is named as a customer on Your account, each person named is individually responsible for meeting all the Customer's responsibilities under the SmartShift™ Contract. For business Customers, if You are a sole trader or acting on behalf of a trust, the SmartShift™ Contract will be with You as an individual.

Commencement and Term

This SmartShift™ Contract commences when You agree to the terms set out in this document, or if You accept the Services, and continues until terminated by either party in accordance with this SmartShift™ Contract.

You may cancel this SmartShift™ Contract at any time by giving us not less than 14 days' notice in writing.

We may terminate this SmartShift™ Contract with immediate effect if You or we cancel our supply of electricity to Your Premises under our Market Terms and Conditions.

In some circumstances, it may be necessary to undertake an online or physical evaluation of Your Premises to confirm that we are able to provide You with the Services. If, following this assessment, we determine that we are unable to provide the Services, we will notify You as soon as practicable and each party's obligations under this SmartShift™ Contract will cease.

Services

The Services we will provide to You are set out in Attachment 1.

As the Service provider, we together with our Technology Partners have sole control and discretion over the maintenance and development of any applications and deliverables that form part of the Services, including updates or the addition of new functionality or features. We reserve the right, in our sole discretion, to make changes to the Services at any time to improve their cost effectiveness, functionality, availability, or performance.

We will provide the Services to You at Your Premises.

You must maintain the confidentiality of any user ID, password or access to any accounts associated with the Services, and ensure each user of the Service at Your Premises complies with the terms of this SmartShift™ Contract. You are responsible for any and all actions taken using Your accounts and passwords.

Customer Consent

By entering into this SmartShift™ Contract, You agree to the following during the term of this SmartShift™ Contract:

- (a) You have, and will at all times, have authority and capacity to enter into, and perform Your obligations under this SmartShift™ Contract. If You are agreeing to these terms on behalf of a company or business entity, You have legal authority to bind that entity.
- (b) Amber and its Technology Partners are permitted to have access to each Optimised Device, and You allow Amber and its Technology Partners to control remotely the operation of each Optimised Device for the purpose of undertaking any initial evaluations and otherwise providing the Services.



- (c) Each Optimised Device will remain connected to the internet and remotely accessible by us and our Technology Partners for at least 90% of the time during the term of this SmartShift™ Contract. You agree to us receiving data generated from the optimisation and management of each relevant Optimised Device over Your internet connection at no cost to us.
- (d) You agree to comply with any separate terms and conditions that relate to any software and hardware that forms part of our Services. These terms and conditions will be made available to You to review at the time the relevant software or hardware is provided or made available to You.
- (e) You are not participating, and will not participate during the term of this SmartShift™ Contract, in another electricity plan management or optimisation program in relation to an Optimised Device.

Fees

Our Fees for the provision of the Services are set out in the applicable Attachment or Attachments. Our Fees will be invoiced monthly.

In addition to the Fees, You may incur other fees where we are required to perform additional services. We will notify You of these fees prior to You incurring them.

We will send You a bill for Fees payable via email as soon as possible after the end of each billing cycle.

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this SmartShift™ Contract You give us Your explicit informed consent that the due date will be 10 Business Days from the date we issue the bill.

You must also pay, by the due date, any additional charges under the terms of this SmartShift™ Contract as detailed on Your bill.

Under this SmartShift™ Contract You give us Your explicit informed consent that we are entitled to process payment in full for Your bill, using Your Direct Debit or Debit Card details that we securely hold.

We may charge a fee for payments made by any other means, including by Credit Card and Debit Card, and for late payment.

Intellectual Property

You acknowledge and agree that all intellectual property rights in the Services and any deliverable or application that forms part of the Services are, and shall remain the property of Amber and its Technology Partners (as applicable), and we reserve the right to grant a licence to use those intellectual property rights to any other party or parties.

You must:

- (a) not make adaptations or variations of any application or deliverable that forms part of the Services without our prior consent;
- (b) not disassemble, decompile, reverse translate or in any other manner decode an application or deliverable that forms part of the Services, except as expressly permitted by law; and
- (c) do all things that we and our Technology Partners reasonably require to perfect our respective right, title and interest in and to our intellectual property rights in the Services and each application or deliverable that forms part of the Services.

Suspension and Termination

We may terminate or suspend the Services at any time if:

- (a) You materially or persistently breach these terms;



- (b) You fail to pay any amount due to us on the date due for payment;
- (c) You breach any of the standard terms attached to any of the applications or deliverables provided by our Technology Partners or Energy Locals that form part of the Services;
- (d) You become bankrupt or insolvent, or we form the reasonable view that You are unlikely to be able to continue to pay any fees that You are required to pay to us under this SmartShift™ Contract or the Market Terms and Conditions;
- (e) the use of the Service, in our reasonable opinion, does or is likely to disrupt the security or integrity of the Services, other customers' use of the Services, or the infrastructure used to provide the Services, or any unauthorised third party access to the Services or any software that forms part of the Services; or
- (f) your market retail supply contract is terminated for any reason.

You may terminate this SmartShift™ Contract if we breach a material term of this SmartShift™ Contract and fail to remedy the breach within 30 days after You provide to us written notice of the breach.

We may terminate this SmartShift™ Contract at any time by providing You with not less than 30 days' notice in writing where, in our opinion, we are no longer able or willing to continue to provide the Services.

On termination of this SmartShift™ Contract for any reason, the Services shall automatically end, meaning You will have no further access to the Services, You will permit us and our Technology Partners to recover any of our equipment, and we will delete, or cease to maintain, any software on any Optimised Device or any device that You use to access the Services.

Data

In providing the Services, we, and our Technology Partners and Energy Locals, will have access to various data regarding the performance of the Services, the performance of Your Optimised Devices and Your energy usage and patterns (**Customer Data**). Customer Data may include data in relation to:

- (a) Optimised Devices usage;
- (b) charge, discharge and state of charge information for an Optimised Device (if applicable);
- (c) Customer usage;
- (d) solar production; and
- (e) resulting savings from Your use of our Services.

You consent and agree to us, our Technology Partners and Energy Locals, collecting and importing the Customer Data, using the Customer Data and sharing the Customer Data between ourselves and other third party platforms and service providers as necessary to allow us to perform the Services or ancillary or related services to the Services, including developing and improving our optimisation software.

You also consent to us anonymising and aggregating the Customer Data with other data and sharing this aggregated data with other third parties including Government agencies, our Technology Partners and Energy Locals. You acknowledge that this anonymised and aggregated version of the Customer Data may become publicly available.

In accessing, using and sharing Your Customer Data, we will comply at all times with all applicable Privacy Laws.

Privacy

We will comply with all relevant Privacy Laws regarding Your personal information. Our Privacy Policy is available on our website (www.amberelectric.com.au/privacy) and sets out how we will collect, use, store and disclose Your personal information.

You consent to us using Your personal information to provide the Services to You. Personal information may be shared with our Technology Providers and other service providers, including Your local distributor.

Force Majeure

A force majeure event is one that is outside the reasonable control of You or us, which would result in You or us being in breach of this SmartShift™ Contract. If a force majeure event occurs:

- (a) the obligations of the affected party, other than an obligation to pay for Services supplied, are suspended to the extent to which they are affected by the force majeure event;
- (b) the affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
- (c) the affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

Maximum liability

Subject to the following paragraph, the total liability of Amber and our Technology Partners arising under or in connection with these terms will be limited in the aggregate to, at our election, a refund of the Fees paid or resupply of the Services.

Nothing in these terms will limit or exclude the liability of either party for any claim arising from:

- (a) death or personal injury or damage to property resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the deliberate default or wilful misconduct of that party or its employees, agents or contractors, to the extent such liability cannot be limited under the Applicable Energy Regulations.

Neither party will be liable to the other or any other person for any indirect or Consequential Loss.

Australian Consumer Law

If the Australian Consumer Law applies to the supply of goods or services under these terms, Amber acknowledges and agrees that its goods and services come with a guarantee that cannot be excluded under the Australian Consumer Law, and that the following mandatory notice under section 102(1) of the Australian Consumer Law that must be provided to the Customer will apply:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:

- *to cancel Your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

**Applicable law**

The laws of the state or territory of Your Premises apply to this SmartShift™ Contract. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

Notices and bills

Under this SmartShift™ Contract You give us Your explicit informed consent to receive bills, notices and other communications via email and/or via our website, unless You have requested paper correspondence.

We will never send credit card, debit card or bank account details by email.

You must notify us via our website if Your email address changes.

A notice or bill sent under this SmartShift™ Contract is taken to have been received by You or us (as applicable) on the date of transmission if sent electronically or two business days after it is posted if sent via paper.

Amendments

This SmartShift™ Contract may only be amended by written agreement between all parties.

Assignment

You may not assign any of Your rights under this SmartShift™ Contract without our written consent. We will notify You if we assign our rights under this SmartShift™ Contract.

Severability

A clause or part of a clause of this SmartShift™ Contract that is illegal or unenforceable may be severed from this SmartShift™ Contract and the remaining clauses or parts of the clause of this SmartShift™ Contract continue in force.

If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this SmartShift™ Contract in the relevant jurisdiction, but the rest of this SmartShift™ Contract will not be affected.

Glossary

In this SmartShift™ Contract, capitalised words have the following meanings:

Applicable Energy Regulations means the National Energy Retail Law, the National Energy Retail Rules and the Australian Consumer Law.

Australian Consumer Law means schedule 2 to the Competition and Consumer Act 2010 (Cth).

Consequential Loss means indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, loss of production and loss of profit.

Energy Locals means Energy Locals Pty Ltd, our energy supply partner.

Market Terms and Conditions means our market terms and conditions, a copy of which can be found at www.amberelectric.com.au/terms

National Energy Retail Law means the Law of that name that is applied by each participating state and territory.

National Energy Retail Rules means the rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and Rules, including the Electricity Industry Act 2000 (Victoria) and Energy Retail Code (Victoria).

Optimised Device means the device at Your Premises as indicated in the Services section of the Schedule on page 1, for which our SmartShift™ optimisation services are provided.

Privacy Laws means:

- (a) the Privacy Act 1988 (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time;
- (b) the Australian Privacy Principles (or APPs) contained in schedule 1 of the Privacy Act referred to in (a); and
- (c) all other laws, regulations, registered privacy codes, privacy policies and contractual terms applicable in the jurisdiction where the Services are being provided that relate to the processing of personal information.

Services means the supply of electricity optimisation services to You at Your premises as set out in the applicable Attachment or Attachments, under which Amber and its Technology Partners will control Your Optimised Devices to optimise their electricity usage based on the wholesale price of energy.

Technology Partners means third parties that we work with to provide the hardware and software necessary to allow us to perform the Services.

You means the person or persons who has/have entered into this SmartShift™ Contract with Amber Electric, as specified on page 1 of this SmartShift™ Contract.

Your Premises means the premises belonging to or under the control of the of person or persons who has/have entered into this SmartShift™ Contract with Amber Electric, as specified on page 1 of this SmartShift™ Contract.



Interpretation

In this SmartShift™ Contract:

- (a) a reference to a party to these terms or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a document or agreement (including a reference to these terms) is to that document or agreement as amended, supplemented, varied or replaced;
- (d) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (e) if any day on or by which a person must do something under these terms is not a business day in the location of the Premises or Amber's head office, then the person must do it on or by the next business day;
- (f) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (g) a reference to '\$' or 'dollar' is to Australian currency; and
- (h) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.



Attachment 1 – Household Battery Automation

This Attachment 3 applies only if Your Optimised Device is a Household

Battery. **Services:**

The services to be provided by Amber Electric are:

Household battery automation

- To automate your household battery based on the wholesale electricity price to increase the value created by your battery.
- The goal of the optimisation algorithm will be to reduce the cost of energy that you buy from the electricity grid and increase the value of the energy you export to the grid.
- To enable access to the necessary functions in the Amber Electric app which allow you to turn on and off the automation algorithm and monitor the impact of the automation on your electricity bills.

Fees:

The fees for the provision of the Services set out above are:

- The fees will be \$0 per month for the 12 month duration of the automated demand response trial and then \$10/month thereafter with no commitment to participate beyond the 12 month trial period.



Attachment 2 – clickthrough software licence agreement (ID 312215)

our website.

Terms and Conditions

1. Effect of Terms

- (a) These terms and conditions (**Terms**) govern the terms on which you may access and use our software applications (**Software**) and all associated documentation (**Documentation**) made available in connection with the services we provide and constitutes a binding contract between you (**Customer or you**) and Amber Electric Pty Ltd ACN 623 603 805 (**Amber, us or we**).
- (b) If you are agreeing to these Terms on behalf of a business entity, you represent to Amber that you have legal authority to bind that entity.
- (c) By clicking “Accept” or by accessing, or otherwise using the Software and the services provided by Amber, you confirm you have read, understood and agree to these Terms.

2. Grant of Licence

2.1 Licence

- (a) In consideration for agreeing to abide by these Terms and the terms of the Services Contract, we grant you a non-exclusive and non-transferrable licence to access and use the Software solely on these Terms (**Licence**).
- (b) The Licence is subject to you complying with the Services Contract.
- (c) We grant a non-exclusive, non-transferrable licence to use any Documentation in support of the use permitted under this clause 2.1.

2.2 Restrictions

- i. Except as expressly set out in these Terms or as permitted by law, you undertake:
 - (a) not to copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - (b) not to sell, transfer, rent, lease, sub-license, loan, translate, merge, adapt, vary, alter, modify or reverse engineer, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other materials or similar products;
 - (c) not to provide, or otherwise make available, the Software in any form, in whole or in part to any person without our prior written consent;
 - (d) not to introduce or upload anything to the Software that includes viruses or other malicious code;
 - (e) to use the Software only for the purpose for which it has been developed; and
 - (f) not to modify or create copies of the Documentation.

3. Data

- (a) You are responsible for the content, accuracy and completeness of any Customer Data you provide to us under these Terms.
- (b) We may copy, reproduce, use, store, communicate or adapt any Customer Data for the purposes of providing the services under the Services Contract.
- (c) Any personal information collected by us will be governed by our privacy policy, a copy of which is on

- (d) You are responsible for obtaining any consents or permissions required with respect to Customer Data and complying with any applicable laws, including the *Privacy Act 1988* and the Australian Privacy Principles in respect of that information.

Intellectual Property Rights

4.1 Licence

- ii. You agree and acknowledge that:
 - (a) the Intellectual Property Rights in the Software and the Documentation shall remain the property of Amber and Amber reserves the right to grant a licence to use the Software and the Documentation to any other party or parties;
 - (b) you have no rights in or to the Software other than the right to use it in accordance with these Terms;
 - (c) you must do all things that Amber reasonably requires to perfect Amber’s right, title and interest in and to the Intellectual Property Rights in the Software and the Documentation;
 - (d) you shall use reasonable endeavours to prevent any infringement of Amber’s Intellectual Property Rights in the Software and shall promptly report to Amber any such infringement that comes to your attention; and
 - (e) you have no right to have access to the Software in source code form other than as expressly provided in these Terms.

4.2 Customer Data

- iii. All Intellectual Property Rights in the Customer Data remain the property of the Customer or relevant third parties and nothing in these Terms shall be construed as giving Amber any rights to such Intellectual Property Rights.

4. Termination

5.1 Termination or suspension

- iv. We may at any time terminate or suspend the Licence and your access to the Software immediately by giving written notice to you if:
 - (a) the Services Contract is terminated;
 - (b) you commit a material breach of these Terms and (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) you repeatedly breach these Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to these Terms; or
 - (d) you suffer an Insolvency Event.

5.2 Obligations on termination of Licence

- v. On termination or expiry of the Licence, you must as soon as reasonably practicable:
 - (a) permanently delete the Software and any Documentation from your IT network or its storage devices; and
 - (b) cease all further use of the Software, whether in tangible or intangible form,
 - (c) provided that if you are required by any law, regulation, or government or regulatory body to retain any documents or materials containing the



Software, you must notify us in writing of such retention, giving details of the documents and/or materials that you must retain.

5.3 Data retention on termination of Licence

- (a) In the event that we terminate the Licence for any reason, we will retain your data for no more than 60 days after termination (**Retention Period**).
- (b) If you send us a written request for a copy of your data during the Retention Period, we will extract it from our systems and provide it to you, subject to payment of any reasonable costs incurred in doing so. At the end of the Retention Period, if we have not granted you a new licence to use the Software during the Retention Period, we may delete any data that you uploaded to our systems while using the Software.

5. Disclaimer

- (a) The Software and Documentation are provided “as is,” and we do not guarantee the functionality of the Software or a particular result from the use or integration of the Software, including but not limited to the reminder and notification functions of the Software.
- (b) Amber makes no representations as to the availability of the Software.
- (c) Neither Amber, its members, managers, officers, employees, agents, nor its suppliers shall be liable to you for any loss of use, lost or inaccurate data or data corruption, non-compliance with any statutory or legal obligation or deadline, lost profits, failure of security mechanisms, interruption of business, delays or any direct, indirect, special, incidental, reliance or consequential damages of any kind, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.
- (d) To the extent permitted by law, Amber expressly disclaims any responsibility for the loss or damage, including personal injury or death, resulting from the use of the Software or any unauthorised access of Customer Data.
- (e) To the extent permitted by law, Amber expressly disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement. Any content and material downloaded or otherwise obtained through the use of the Software is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material.
- (f) Neither party will be liable to the other or any other person for any Consequential Loss.

6. Warranties and indemnities

- (a) You warrant and represent that you will not use the Software in a manner which infringes the rights of any other person or breaches any applicable law or regulation.
- (b) You indemnify Amber in respect of any loss or damage incurred by Amber as a result of any breach by you of your obligations under these Terms or as a result of any use of the Software.

7. General

- (a) We may amend or vary these Terms at any time by

written

notice to you. You may elect to terminate this licence rather than agreeing to the updated Terms, but continued use of the Software will be subject to agreeing to the updated Terms, and if you continue to use the Software after receiving notice of the updated Terms you agree that you will be deemed to have accepted the updated Terms.

- (b) We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- (c) You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- (d) Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- (e) These Terms constitutes the entire agreement between you and us on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.
- (f) A right under these Terms may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- (g) These Terms shall be governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and courts competent to hear appeals from those courts.

8. Communications

- (a) If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by email at info@amberelectric.com.au. We will confirm receipt of this by contacting you in writing, normally by email.
- (b) If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

9. Defined terms & interpretation

10.1 Defined terms

In these Terms:

- (a) **Consequential Loss** means indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, loss of production and loss of profit.
- (b) **Customer Data** means all information provided by the Customer for the purposes of the Services Contract to be stored, transmitted, processed and/or inputted into the Software.
- (c) **Insolvency Event** means any of the following events concerning a party:
 - (i) if an administrator, liquidator, receiver, receiver and manager or other controller is appointed to, or over, any of the property or undertaking of the party;

- (ii) if the party is unable to pay its debts when they become due and payable;
 - (iii) if the party ceases to carry on business; or
 - (iv) if any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.
- (d) **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether registered, unregistered or unregistrable, including all copyrights, patents, trademarks, service marks, designs, confidential information, trade secrets, know how, data and databases, systems and domain names.
- (e) **Services Contract** means the contract for optimisation services between Amber and the Customer pursuant to which the Customer is authorised to access the Software.

10.2 Interpretation

In this document:

- (a) a reference to a clause or party is a reference to a clause of, and party to, these Terms;
- (b) a reference to a party to these Terms or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document, agreement or policy (including a reference to these terms) is to that document, agreement or policy as amended, supplemented, varied or replaced;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) if any day on or by which a person must do something under these Terms is not a business day, then the person must do it on or by the next business day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (h) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.