

EIEP TRANSFER HUB TERMS AND CONDITIONS

1. THESE TERMS OF USE

1.1 Applicability: By using the EIEP Transfer Hub, you accept these Terms of Use and are bound by them. If you do not accept these Terms of Use, you must not use the Hub. The Hub and these Terms of Use are governed by the laws of New Zealand and by using the Hub you submit to the exclusive jurisdiction of the New Zealand courts.

1.2 Definitions: In these Terms of Use:

"We", "us", and "our" are references to the Electricity Authority.

"EIEP Transfer Hub" or "Hub" means the web portal that is used to request and transfer consumer consumption information from a retailer using our Electricity Information Exchange Protocols.

"You" and "your" are references to you.

1.3 Amendments: We may amend these Terms of Use at any time. Amendments will be effective immediately when posted on our website. You are responsible for ensuring you are familiar with the latest Terms of Use. By continuing to use the Hub, you agree to be bound by the Terms of Use as amended. You can always find the current Terms of Use [here](#) on our website.

2. ACCEPTABLE USE OF THE HUB

2.1 You may use the Hub to request or transfer consumer consumption information using the regulated Electricity Information Exchange Protocols (EIEPs) 13A, 13B or 13C on the [EIEP page](#) of our website.

2.2 You may only use the information you receive using the Hub for the benefit of the consumer about whom that information relates.

2.3 You must use the unique participant identifier or a four character identifier provided by us when requesting or transferring consumer consumption information.

2.4 You must use the username provided by us to use the Hub, and must safeguard the password from unauthorised access or use.

2.5 You must protect the integrity and security of the Hub, and not do anything that will damage, harm, or compromise the integrity or security of the Hub or any connected network or system, or impede the use of the Hub by other users.

2.6 You agree to use the Hub in a manner that complies with all applicable laws, regulations and these Terms of Use and that does not infringe our rights, or the rights of anyone else, or restricts or inhibits their use and enjoyment of the Hub.

2.7 You agree not to:

- (a) damage or harm the Hub, or any underlying or connected network or system;
- (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the Hub or content featured on it for any purpose;
- (c) introduce any viruses, content or code to the Hub which is technologically harmful;
- (d) do anything that could disable, overburden, or impair the proper working of the Hub, such as a denial of service attack;
- (e) upload or post any content on the Hub (or use the Hub to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable;
- (f) send or otherwise post unauthorised commercial communications (such as spam) on the Hub;
- (g) engage in unlawful multi-level marketing, such as a pyramid scheme on the Hub;
- (h) solicit log in information or access an account belonging to someone else;
- (i) bully, intimidate, or harass any user of the Hub,

or attempt to do any of the above.

2.8 Specific prohibitions: Without limiting clause 2.7, you agree not to:

- (a) use the Hub to do anything unlawful, misleading, malicious, or discriminatory; or
- (b) facilitate or encourage any violations of these Terms of Use.

2.9 We may temporarily suspend or reduce full use of the Hub without notice to you if it is necessary to maintain the Hub or protect the integrity of the Hub.

3. TERMINATION OF USE

3.1 If we consider that you have breached these Terms of Use, we may suspend or terminate your access to the Hub immediately by giving you notice in writing.

4. LIABILITY

4.1 To the maximum extent permitted by law, we disclaim and exclude all implied conditions, guarantees and warranties and accept no responsibility or liability whatsoever for any loss, costs or expenses incurred by you, whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise (including any losses, costs or expenses resulting from or in connection with your use of, or the inability to use, the Hub or any information provided to you through the Hub (including in relation to any conclusions or assumptions derived from the information provided to you through the Hub).

4.2 You agree that:

- (a) we will not be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from your use of, or the inability to use, the Hub (including in relation to any conclusions or assumptions derived from the information provided through the Hub); and
- (b) without prejudice to clauses 4.1 or 4.2(a) and to the extent our liability to you is not regulated under the Electricity Industry Participation Code 2010, our total liability under or in connection with these terms and conditions will not exceed NZ\$100 in any circumstances, and for the avoidance of doubt, including under any claim in negligence.