

PLG comparisons Terms and Conditions:

Welcome to Positive Life Group (PLG) comparisons, an online comparisons platform that assists property owners and tenants with moving and comparing services for the connection of electricity, gas or internet services to their property. These terms of use are intended to explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

Unless provided otherwise herein or any other written agreement between you and PLG, these terms of use are binding on any use of the services provided by Positive Life Group and apply to you from the time that you use the PLG Services. By using the PLG Services you understand that PLG and its group of companies and partners may receive a commission for any services provided by PLG.

PLG's technology and relationships with the energy, internet and broadband providers that are offered within the PLG comparison website is managed and provided by CIMET Sales Pty Ltd ABN: 72 620 395 726.

1. Background

1. The PLG comparison brand is owned and operated by Positive Life Pty Ltd ACN 616 059 646.
2. By using this website, and in consideration of PLG providing you with access to this website, you agree to the following terms of use, which include our Privacy Policy, www.positivelifegroup/privacy and Terms of Use, www.positivelifegroup/terms-and-conditions which govern your access to and use of this website and the PLG services. You further agree to the **CIMET Privacy Policy** and the **CIMET Terms of Use**.
3. If you do not agree to these Terms of Use, you must not use or access this website.
4. We reserve the right to amend these Terms of Use from time to time without giving specific notice. We will publish the amended Terms of Use on the website.
5. You should periodically review the Terms of Use and if you do not agree with any of the changes, you must cease using or accessing the website. By continuing to use the website and the PLG Services, you will be deemed to have accepted the changes to the Terms of Use.

2. Overview of the Website

1. The website hosts the PLG comparison technology platform, which connects property owners and tenants to energy, internet and fuel card providers. The following is a general overview of how the PLG comparison platform works: The website is intended to be used for comparison and research purposes, and provides links by which products that have been viewed and/or compared may be purchased from third parties. However, you acknowledge
2. We are unable to guarantee the accuracy of information contained on the website in relation to the price and nature of goods that you purchase or choose not to purchase via the third party who offers those products. You will not hold us liable for any information in relation to products (including but not limited to the scope of the product and product pricing). Consequently, you should:
 1. carefully review the terms of the relevant third party retailer on connecting to its website and prior to purchasing one or more products from it; and
 2. not rely on any price stated on the website (noting that prices are only indicative of final pricing).
3. We cannot guarantee that the third-party providers whose products are shown on the website will sell any product to you, or that that product is actually available for sale. Accordingly, nothing on the website constitutes an offer to buy or sell a product; and;
You acknowledge that the decision to purchase any product about which information is provided on the website is a transaction between you and the provider of that product, over whom we have no control. Any decision that you make to purchase a product will have no connection to us other than you having been linked to that product via the website. We will not have any contractual obligation in relation to the nature, delivery or price of that product.
4. While the website is intended to be used for comparison and research purposes, we disclose that we do receive commission from third party product providers when you order third party products via links from the website. This in no way gives rise to any contractual relationship between you and us in relation to the supply or delivery of those products, and does not constitute any representation whatsoever by us in relation to any specific product.

3. Assumptions

You acknowledge that in presenting information to you about potential products to you, we may (via the website) make certain assumptions including but not limited to that:

1. Your distribution zone based on the postcode from which you access the website;
2. Your residential household size based on data collected from the Australian Energy Regulator;
3. Your household energy usage based on your household size; and
4. Your meter type, if you do not tell us what your meter type is (in which case, for the avoidance of doubt, we will assume it to be a single rate meter)

You will not bring any claim due to our error in any one or more of the assumptions that we make (or because we fail to make an assumption) and you acknowledge that any incorrect assumption, or failure to make an assumption may influence the products and prices shown to you, for which you will have no claim in relation to any error or misrepresentation.

4. Your Selections

You acknowledge that the website may prompt you to make certain selections (including, by way of example only in relation to the amount of time for which you wish to purchase a product). The products about which the website shows you information may be influenced by your selections, and the website may not show you information about one or more products based on your selections. You acknowledge this, and also that the website showing you a product in no way represents it as suitable for you based on your selections or otherwise.

5. You understand

1. PLG is not responsible for, and accepts no liability with respect to any material made available on the website.
2. You should make your own assessment of the accuracy, currency and suitability of any information on the website (or in any PLG newsletter, offer or notification) for your own needs. To the extent permitted by law, we exclude liability for any information on the website (or in any PLG newsletter, offer or notification) that contains errors or is out of date.
3. The information provided by PLG through the website (and in any PLG newsletters, offers and notifications) is general in nature. It is not intended as investment or financial advice, and should not be relied on for this purpose. We strongly recommend that you obtain independent professional advice before making any investment decision in connection with your use of the website and the platform.
4. We may, from time to time and without notice:
 1. Change, add to, or remove website Content (as defined in clause 8.3 below) or functionality of the website (including the types of products and services that you can access through the website); and
 2. Cease, interrupt or withdraw access to the site for any reason, including for upgrades and maintenance of the website.
5. Some of the services that you can access through the website may have additional terms and conditions. The additional terms and conditions will be made available

to you when you access and use the relevant services. By using any of these services, you agree to the additional terms and conditions for those services.

6. You are responsible for your own Internet connection, telecommunications and data costs when accessing and using the website and the platform.

6. Newsletters, offers, and notifications

1. You may use the website and the platform to subscribe to:
 1. The PLG mailing list, in which case we will send you:
 1. Our e-mail newsletter that provides details of new developments in the PLG platform and other information that may be of interest to PLG users.
 2. E-mail offers regarding our products and services (and the products and services of our trusted partners) that we think you may be interested in; and
 2. Service notifications (such as new property alerts or User activity alerts), which may be sent to you by e-mail or SMS
 2. You may choose to stop receiving newsletters, offers, and/or notifications at any time by using the 'Unsubscribe' details that appear in the newsletters, offers, or notifications.
 3. Our newsletter, offer and notification services are provided on an “as is” and “as available” basis, and to the extent permitted by law:
 1. We do not make any representation (or give any guarantee) as to the timeliness, correctness or availability of the newsletter or notification services; and
 2. We will not be responsible or liable for any costs or damages incurred by you not receiving newsletters, offers or notifications in any particular timeframe (or at all).

7. Requirements when you use the website

1. You must:
 1. Only use the website and the platform for its intended purpose.
 2. For your personal and non-commercial use.
 3. Not use the website in breach of any applicable laws or regulations;
 4. Not use any manual process, robot, or other automated devices, process or means to monitor, modify, reverse engineer, sub-license, scrape, mirror, sell or copy the Platform or the Data displayed within the Platform;
 5. Not use the website to send spam or unsolicited messages to other users or to harvest personal information and contact details of other users;
 6. Not use the website to harm, abuse, harass, stalk, threaten, or otherwise offend others;
 7. Not frame or mirror any part of the website without our written authorisation; and
 8. Not interfere with, disrupt, or create an undue burden on the website.
 9. Be over the age of 18.
2. Without limiting the above, you must not and must not permit a third party to:
 1. Use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing,

assessing, analysing, modifying, or repackaging the website Content (as defined in clause 8.3 below);

2. Circumvent, disable or otherwise interfere with security-related features of the website;
3. Use (or attempt to use) the website or services in an unauthorized manner to identify or discover pricing, the identity of any user, or any related business methodology or systems; or
4. Do anything which will or may damage, disrupt access to or interfere with the proper operation of the website, or upload or permit any virus or malicious code to adversely affect this website or any associated equipment or data.
3. In this clause 6.3, “Affiliates” means a party's officers, employees, agents, contractors, suppliers, and licensors. You agree to indemnify PLG, and associated group companies and each of its Affiliates against:
 1. Any claims arising out of your or any of your Affiliates' breach of these Terms of Use (and any other agreement between PLG and you); and
 2. Any allegation or claim against PLG or its Affiliates that the use of any material you upload in accordance with clause 8.5 infringes any third-party rights (including intellectual property rights) or any law.

8. Investigating prohibited uses of the website

1. We may, at any time and at our discretion, investigate any reported or suspected breach of these Terms of Use (or other unauthorised or unlawful use of the website) by you or any other user.
2. In conducting any investigation we may use membership information and other data that we have logged in relation to the relevant user's use of the website.
3. Following an investigation, we reserve the right to take such actions as we deem necessary to preserve the security and integrity of the website, the quality of the services, and the reputation of PLG. These actions may include (but are not limited to):
 1. Rejecting or taking down any website Content submitted by you or any other user;
 2. Suspending or terminating user accounts;
 3. Reporting any unlawful conduct to the appropriate authorities; and
 4. Otherwise taking appropriate legal action.

9. Intellectual Property

1. PLG compare and Positive Life Group are one and the same.
2. Trademarks used on this website or in newsletters, offers, or notifications to describe third parties and their products are trademarks of those third parties (Third Party Trade Marks).
3. All material on this website and in any newsletters, offers, or notifications, including the text, information, graphics, logos, design, layout, downloads, and services (website Content) is owned by or licensed to PLG and its related entities.
4. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store:

1. website Content or Our Trade Marks for any purpose, other than with the prior written consent of PLG, or as permitted by law; or
2. The Third Party Trade Marks for any purpose, other than with the permission of the relevant third party or as permitted by law.

All rights of PLG and its licensors are reserved.

5. By uploading, transmitting, posting, or otherwise making available any material via the website, you:
 1. Irrevocably license PLG to use, reproduce, edit, exploit and sub-license the material in any form and for any purpose (including commercial purposes), and to publish and communicate the material on the website, and you unconditionally consent to these actions for the purposes of any moral rights you may have in this material under the Copyright Act 1968 (Cth) or similar rights in other jurisdictions;
 2. Warrant that you have all necessary third party consents to upload such material and that our use of such material in accordance with clause 8.5(a) will not infringe any third party rights (including intellectual property rights).
6. Without limiting clause 8.5, we reserve the right to aggregate and analyse data that we collect through the operation of the website. This may include data that is uploaded, transmitted, posted, and otherwise generated by users of the website in the course of using the services (including reported sales data for property transactions that are brokered through the platform). With this data, we may:
 1. Create datasets that may be used for any purpose (including commercial purposes such as licensing or selling the datasets to third parties);
 2. Use the data to identify and offer you PLG goods and services (as well as goods and services of our trusted partners) that we think you may be interested in; and
 3. Use data analytics tools to produce data products for third parties such as reports, statistics, and datasets for purposes including research and development, performance optimization, system, and data security, and the development of data products such as industry benchmarks, trends, and indices.

10. Linking and Third-Party Content

1. The website (and our newsletters, offers, and notifications) may contain links to or display the content of third parties (Third Party Content), including links to websites
2. Third Party Content and Third Party websites are not under the control of PLG. PLG does not endorse, approve or make any warranty or claim regarding Third Party Content, Third-Party websites or the products, services or information available on any Third Party website, or in respect of the owner or operator of a Third Party website or their conduct.
3. If you use or rely upon Third Party Content or Third Party websites, you do so solely at your own risk.

11. Cookies

1. This website may use 'cookies' as part of its interaction with your internet browser. Cookies enable us to provide you with superior, customer-oriented service. A 'cookie' is a small text file placed on your computer by our web server. A cookie can later be retrieved by our website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
2. It is recommended that you accept cookies to make full use of this website. Cookies may also be used to record non-personalized information such as the date or the pages accessed, for this website's administration, statistical, and maintenance purposes. Any such information will be aggregated and not attributed to individual users.
3. Most web browsers allow you to disable cookies on your computer. If you disable cookies, you may be unable to use this website to the fullest and optimum extent.
4. We may use the cookies on the website (as well as data collected through these collected) for commercial purposes, including targeting and displaying advertising on our website and on third-party websites, social media platforms, and advertising networks.

12. Privacy Policy

1. PLG's Privacy Policy (www.positivelifegroup.com.au/privacy) is incorporated by reference into these Terms of Use. The Privacy Policy contains important information about how you can access and correct information we hold about you, how you can complain about a breach by us of the Australian Privacy Principles, and how your complaint will be handled.
2. By using the website, you agree that we may collect, hold, use and disclose your personal information as described in these Terms of Use, the Privacy Policy and any other privacy notices that we provide you during your use of the website and services.
3. When you use the website and the services, we collect personal information that you provide to us or generate through your use of the website. This personal information is used for:
 1. Any specific purposes for which you provided it to us;
 2. The general operation of the website, so that you can access and use the functions and services of the website (which include connecting with, and interacting with, other users through the website); and
 3. Other purposes as set out in the Privacy Policy or otherwise notified to you.
4. If we request information and you decide not to provide us with the information (or authorize us to collect the information from third parties), we may not be able to provide you with the products and services that you have requested.
5. If you choose to use certain features of the website, your information may be shared with other users as part of these features (for example, direct messaging and public forums). We ask that you carefully consider what information you choose to

share and post on the PLG compare platform, and we recommend that you use the platform's privacy settings to manage who has access to your information.

6. We also use certain third-party technology service providers to assist us with storing and processing user data as part of the website's operations. Some of these service providers may be located outside of Australia. Please refer to the Privacy Policy for further details.

13. Disclaimer

1. In this clause 13, Consumer Guarantees means a right or guarantee you may have under the Australian Consumer Law in schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation, or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.
2. Nothing in this clause 13 limits, restricts, modifies, or excludes:
 1. Any rights or remedies you have under the Consumer Guarantees; or
 2. Any other rights or remedies that cannot be lawfully excluded by agreement of the parties.
3. The website and its contents and associated services and functionality are provided “as is”. By accessing the website, you assume all risks associated with its use, including the risk that your computer, software, or data may be damaged by any virus transmitted by this website or by any Third Party Content or Third Party website. With the exception of any Consumer Guarantees that might apply, PLG excludes:
 1. Any term, condition or warranty that may otherwise be implied into these Terms of Use, including (but not limited to) any term, condition or warranty that:
 1. The website or any of its functions will be uninterrupted, available, or error-free;
 2. Defects will be corrected; or
 3. The website or any server that makes it available is free of errors, viruses, or malicious code;
 2. Any liability due to any delay or unavailability of any part of the website, any of its functionality or associated services;
 3. Any liability for loss or damage incurred as a result of or in connection with the negligence of PLG; and
 4. Any liability for special, indirect or consequential loss however caused (including negligence), arising out of or in connection with the website content, the use or performance of this website or services provided by PLG in relation to or via this website.
4. Our liability in respect of any breach of, or failure to comply with, any applicable Consumer Guarantee is limited to:
 1. The supplying of the services again; or
 2. The payment of the cost of having the services supplied again, unless

3. The goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law;
4. It is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
5. The relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52, or 53 of the Australian Consumer Law.

14. Jurisdiction

These terms and conditions are governed by the laws of Victoria, Australia, and you submit to the non-exclusive jurisdiction of the courts in that state.

15. Contact details

If you have any queries regarding these terms and conditions, please contact us on admin@postivelifegroup.com