

Privacy Policy

This website is operated on behalf of our clients by DECISION MAX SOFTWARE PTY LTD 91091379136

If you have any questions about these Terms of Use, please email us inquiry@decisionMAX.com.au

Application of these terms of use

Any person who uses this website (by any means including any robot, spider, other automatic device or agent, or any manual process) is deemed to have accepted the Terms of Use. These Terms of Use will apply in addition to any other terms that specifically apply to a particular part or page of this website. But if those other terms are inconsistent with these Terms of Use, those other terms will prevail to the extent of the inconsistency. We may amend these Terms of Use at any time. The update information (appearing at the bottom of this page) indicates the date on which these Terms of Use were last amended.

Disclaimer as to accuracy of information

The content of this website is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content of this website. Whilst every reasonable effort is made to ensure the accuracy of information on this website, you are responsible for exercising due diligence before relying on that information. We do not accept any liability to any person for the information or advice (or the use of such information or advice) which is provided on this website or incorporated into it by reference.

The information contained in this website is not to be displayed except in full screen format. No liability is accepted for any information or services which may appear in any other format. To the extent permitted by law, we exclude liability for any loss (including loss from viruses) caused by use or reliance on this website.

Links to and from this website

You may Not create a link to this website provided by DECISION MAX SOFTWARE PTY LTD 91091379136: (a) does not, in any way (including, but not limited to, framing), misrepresent us or this website or any information it contains; and (b) is not misleading in any way. This website may contain hyperlinks to pages contained on external government and non-government websites (third party websites). Unless otherwise indicated, we:

- DECISION MAX SOFTWARE PTY LTD 91091379136 does not endorse or authorise the content of any third-party website;
- DECISION MAX SOFTWARE PTY LTD 91091379136 are not affiliated or associated with the owner or operator of any third-party website;
- DECISION MAX SOFTWARE PTY LTD 91091379136 assume no responsibility or liability for the condition or content of any third-party website or for the operation or function of any service or facility offered on any third-party website

Data and systems integrity

You acknowledge that we will not be responsible for any corruption or failed transmission of any information attributable to your computer system or to the system or any act or omission of your Internet Service Provider. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this website. You acknowledge that access to this website: (a) may not be continuous or uninterrupted; and (b) may be interfered with by factors or circumstances outside of our control.

General

These Terms of Use are governed by, and is to be construed in accordance with, the laws of the State of NSW Australia. You agree that the courts of the State of NSW, Australia have non-exclusive jurisdiction with respect to any matter arising from these Terms of Use or this website. If any provision of these Terms of Use is held to be invalid or unenforceable that provision may be:

- read down to the extent necessary to make it valid and enforceable; or
 - severed and the remaining provisions of these Terms of Use enforced.
- The inclusion of any email addresses on this website is not a consent to receiving unsolicited commercial electronic messages or SPAM.

Other terms of use

DecisionMAX Software owns the copyright in software and material. Data provided to clients is held owner by the client and maintained under the Commonwealth data protection act and business requirements for data archiving.

Use and Disclosure of Personal Information

DecisionMAX software and its related entities are committed to the protection of your Personal Information in accordance with the National Privacy Principles (NPPs) contained in the *Privacy Act 1988 (Cth)* and in accordance with all other State and Territory laws in Australia which relate to the protection of Personal Information relevant to the parties. Personal information that is collected by this site will be used by and disclosed to our client's employees or contractors whose duties require them to use it. Such employees and contractors are required to protect and handle your personal information in accordance with the [Privacy and Data Protection Act 2014 \(Vic\)](#).

The site uses a secure system to transmit your personal information. This means that any data you transmit using this form is encrypted and unable to be read by anyone outside our secure system. All data on the servers is held in Australia and is not stored in any form outside of Australia.

Personal Information" has the meaning given in the Privacy Act 1988 (Cth).

When and why we collect Personal Information

We collect your Personal Information to allow us to conduct our business functions and to market and sell our products and services. We may collect Personal Information such as your name, date of birth, contact details and payment details when you:

- (a) Visit our Website
- (b) buy our products or services.
- (c) request information about us, our products or our services.
- (d) provide feedback.
- (e) fill in a form on our website; or
- (f) contact us by telephone, facsimile, email, post or in person.

We may also collect Personal Information about you via third parties including our customers. However, we will only collect your Personal Information in this way if it is not reasonable or practical to collect this information directly from you.

Information collected via our website

We will not collect any Personal Information about users of our website except when they knowingly provide it or as otherwise described below.

Click Stream Data

When you visit and browse our website, our website host may collect information for statistical, reporting and maintenance purposes.

the information collected by our website host will not be used to identify you. The information may include:

- (a) the number of users visiting our website and the number of pages viewed.
- (b) the date, time and duration of a visit.
- (c) the IP address of your computer; or
- (d) Data Activity on the Web site (uploads/ downloads).

Our website host uses this information to administer and improve the performance of our website.

Cookies

Cookies are small text files that are transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns.

If you access our website, a cookie is downloaded onto your computer's hard drive when you first log on to our website.

You can adjust your internet browser to disable cookies, however we may not be able to provide you with all the service or functionality you require on our website if you choose to do so.

How we use the Personal Information we collect about you

We use the Personal Information we collect about you for our business functions and activities, which may include the following:

- (a) to communicate with you and provide you with information, products, or services you have requested.
 - (b) to manage and administer any account you may hold with us;
- We will only collect and use your Personal Information in accordance with this Privacy Policy.

To whom we disclose your Personal Information

Depending on the nature of your engagement with us, we may disclose your Personal Information to our related entities, to third parties that provide products and services to us or through us, or to other third parties (such as your referee(s) in connection with a job application you have submitted). We may also disclose your Personal Information to our website host or software application providers in certain limited circumstances, for example when our website experiences a technical problem or to ensure that it operates in an effective and secure manner.

Finding out what Personal Information we hold about you

You are entitled to access Personal Information that we hold about you. If you request access to your Personal Information, we will grant your request unless providing you with access would unreasonably impact upon the privacy of others or is not otherwise permitted under the National Privacy Principles. If we refuse your request to access your Personal Information, we will provide you with reasons for the refusal. A request for access can be made by contacting our Privacy Officer in any of the ways specified in clause 9.

Updating, storage and security of Personal Information held by us

We aim to keep your Personal Information secure and up to date. Any Personal Information that is collected via our website or which is held on our computer systems is protected by safeguards including physical, technical and procedural methods. If we find that we have no further need for your Personal Information we may remove it from our systems and destroy all record of it. We welcome notification from you of any changes to your details so as to keep our records up to date.

What to do if you have a question, problem, or complaint about our use of your Personal Information or this Privacy Policy

Access to and Correction of Personal Information

You may request access to any personal information that www.vic.gov.au may have collected about you. Also, you may request correction of your personal information if you can establish that it is not accurate, complete or up-to-date. Should you wish to gain access to, or correction of, your personal information held by the department, please contact us by emailing inquiry@decisionmax.com.au

Internet Use Risk

You should be aware that there are risks in transmitting information across the Internet. However, we take reasonable steps to protect any personal information from unauthorised access once that personal information comes into our possession.

Linking

This website contains hyperlinks to pages contained on external government and non-government websites (third party websites). Unless otherwise indicated, DecisionMAX

- does not endorse or authorise the content of any third-party website.
 - is not affiliated or associated with the owner or operator of any third-party website; and
 - assumes no responsibility or liability for the condition or content of any third-party website or for the operation or function of any service or facility offered on any third-party website.
- You should be aware that if you access another website through a link we provide, you are subject to the privacy policy of that website.

Google Analytics - Use of Cookies

[Google Analytics](#) uses a first-party cookie and JavaScript code to collect information about visitors to anonymously tracks how our visitors interact with this website, including where they came from, what they did on the site, and whether they completed any transactions on the site such as newsletter registration.

How to opt Out or Disable Cookies

Cookies used by www.vic.gov.au are enabled by default because of their integration into the website. If you do not wish to have cookies placed on your computer, you can disable them using your web browser. You will need to customise each web browser you use to turn off cookie tracking.

Google have also provided the "[Google Analytics Opt-Out Browser Add-On](#)" utility for the following web browsers:

- Microsoft Internet Explorer,
- Google Chrome,
- Mozilla Firefox,
- Apple Safari, and
- Opera.

If you want to prevent your browsing data from being collected by Google Analytics, please install the relevant add-on for your browser.

Terms specifically to part or page of this website.

- Terms governing credit cards- not used on this site

Terms governing Information provided by the client company

- Terms and conditions of tendering. (CitiPower Pty Ltd, Powercor Australia Ltd and United Energy Ltd)
Included in the tender packs.

Please email us inquiry@decisionMAX.com.au

Website Terms and Conditions (Terms)

These Terms contain important information, including disclaimers and limitations of liability.

Your acceptance

These are the terms on which DecisionMAX Software Operates the Supply portal) permits users (referred to as you or your) to access and use:

- (a) its website (<https://www.DecisionMAX.com.au/>); and
- (b) the Portal website (<https://powercor.decisionmaxcentral.com/Login.aspx>)(together, the Website), including services, functionality available through the Website. Viewing Content, communicating with the client reviewing product information and communication with Client.

In establishing a login, you are agreeing to these Terms by using. Your use of the Supply Portal is set out in the Terms and the End User Licence Agreement. The End User Licence Agreement prevails to the extent of any inconsistency. DecisionMAX may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of the Website will be governed by the most recent Terms posted. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

Changes to the Website

The Website is subject to change at any time without notice and may contain errors.

Accounts

You are required to register an account to access the Website. You warrant that all information and data provided by you is accurate, complete, and up to date.

Passwords

You may only access certain restricted areas of the Website by entering the account password selected by you when registering (Password). You agree that you will not disclose, or permit disclosure of, the Password to any person. You will be fully responsible for all acts and omissions of any person using your Password, as if they

were your own acts and omissions. DecisionMAX will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of the Password, and you will indemnify DecisionMAX against all loss, damage, claims, costs or demands in this regard.

Changes to our offerings

We may modify offerings (including prices, product and services) at our discretion for any reason. All updates and modifications will be subject to these Terms. Any information we provide in relation to the availability of products or services is a guide only and is subject to change without notice. We will not be liable for any lack of availability of products or services that you may order through, as a result of, or in connection with this Website.

The Website is owned and operated by DecisionMAX Software.

DecisionMAX Software has the right, but not the obligation, to monitor any information, comment, content, communication, advice, text, or other material (Content) made available on the Website. DecisionMAX reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions. The Content on the Website is for general information purposes only. Furthermore, DecisionMAX software does not warrant or make any representations as to any third party products or services described or referred to on the Website. Any use of materials or information by another person or organisation is at the user's own risk.

The Content on this Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content on this Website is not an endorsement of any organisation, product or service. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law , Competition and Consumer Act 2010 (Cth) DecisionMAX and its employees, related parties, directors, officers, agents, volunteers, contractors and subcontractors will not accept any liability, including for any loss or damage, resulting from any reliance on the Content, or for its accuracy, currency and completeness. You agree to be solely responsible for any Content that you communicate or otherwise provide over the Website. You warrant and represent that any Content that you communicate or otherwise provide will not violate these Terms. Content that you post on the Website or otherwise provide or communicate will be treated as confidential. If you have a complaint regarding any Content, DecisionMAXs sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

Access and communication

Subject to the consumer guarantees provided for in consumer protection legislation DecisionMAX does not warrant that you will have continuous access to the Website. Decision MAX will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply. DecisionMAX does not guarantee the delivery of communications over the internet Electronic communication (including electronic mail) which is vulnerable

Privacy

Any personal information submitted by you to the portal is subject to and will be handled in accordance with the Privacy Policy. The Privacy Policy forms part of these Terms and is set out privacy policy .

Disclaimer and exclusion of warranties and limitation of liability

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred or any other applicable law that cannot be excluded, restricted or modified by agreement. To the fullest extent permitted by law, DecisionMAX excludes all warranties or guarantees including any warranties or representations concerning availability of the Website, quality, completeness, accuracy or suitability in relation to the Website, the Content, the conduct of any users, all links to or from the Website and the products and services advertised or accessible on the Website.

Indemnity

You will fully indemnify DecisionMAX Software in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your use of the Website; or
- (c) your communications with DecisionMAX.

Intellectual property

All intellectual property rights, including copyright and patents, on the Website, are owned by DecisionMAX Software. You must not copy, modify or transmit any part of the Website. The Website contains trade marks, logos, service names and trade names. You are not permitted to use any trade marks, logos, service names or trade names appearing on the Website.

Website licence and use

DecisionMAX grants you a non-exclusive and non-transferable licence to use the Website for your own personal or business use subject to the restrictions specified in clause as in the End User Licence Agreement/

Prohibited uses

In using the Website you must not:

- download (other than page caching) or modify the Website
- frame the Website without express written permission.
- impersonate or falsely claim to represent a person or organisation.
- defame, abuse, stalk, harass, threaten, or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity.
- post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
- post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.

Termination of your access to the Website

DecisionMAX may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision

Contacting us

If you have questions about the Website, the Terms or the Privacy Policy, please contact us by clicking on the "Contact Us" link on the Website.

End User License Agreement

These are the terms on which **DecisionMAX** licenses referred to as you and the Supply Portal. By accessing or using the Portal, you are agreeing to the following terms. If you do not agree with the following terms, do not access or use the Portal.

1. Definitions

IP means:

- patents, trade marks, services marks, design rights (whether registered or unregistered and including any applications for these rights);
- copyright in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- trade or business names;
- know-how, confidential information and trade secrets; and
- moral rights, and any other similar rights or obligations whether registrable or not in any country.

Portal means portal website operated by us As a Hosted tender BOX and any functionality we may provide in the course of our business that is materially similar to the Portal website.

Authorisation

In consideration of you complying with this Agreement, we authorise you to access and use the Portal. This authorisation continues until terminated in accordance with this Agreement.

No warranties

The Portal has not been developed to meet your individual requirements and is supplied on an "as is" basis. A failure of any part or the whole of the Portal to be suitable for your requirements will not give rise to any right or claim against us. You acknowledge that online services in general are not free of errors or defects and agree that the existence of any errors or defects in the Portal will not constitute a breach of this Agreement.

Intellectual Property (IP)

You acknowledge that you obtain no IP in the Portal. As between us, all IP in the Portal vests in us.

You must not (except to the extent permitted by any law that cannot be excluded):

- copy, modify, enhance or reproduce the Portal, in whole or in part;
- reverse-engineer, reverse-translate, disassemble, de-compile, or otherwise attempt to derive source code to the Portal;
- incorporate, embed, combine, merge or bundle the Portal with any other hardware or software (except to the extent strictly necessary to use it in accordance with its intended purpose and these terms);
- use the Portal other than for your internal business purposes; and
- directly or indirectly permit any third party to access the Portal, to obtain a sub-license of the Portal or otherwise to do any of the above without our express written consent.

Termination

We may terminate this Agreement immediately by notice if you breach this Agreement and fail to remedy the breach within 14 days of becoming aware of the breach. On termination of this Agreement, you must immediately cease accessing or using the Portal.

LIMITATION OF LIABILITY AND INDEMNITY

NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON YOU BY THE AUSTRALIAN CONSUMER LAW, SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (CTH), OR ANY OTHER APPLICABLE LAW, THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT.

TO THE EXTENT PERMITTED BY LAW (INCLUDING THE AUSTRALIAN CONSUMER LAW, SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (CTH)):

- IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, DELETION OR CORRUPTION OF ELECTRONICALLY STORED INFORMATION, LOST DATA, OR OTHER SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PORTAL OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- OUR AGGREGATE LIABILITY UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PORTAL OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED BY US UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO TEN THOUSAND AUSTRALIAN DOLLARS.

YOU ACKNOWLEDGE THAT WE HAVE SET OUR PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT, AND THAT THESE FORM AN ESSENTIAL BASIS OF THE BARGAIN REACHED BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SPECIFIED WILL SURVIVE AND APPLY EVEN IF ANY CLAUSE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THIS, NOTHING CONTAINED IN THIS AGREEMENT WILL LIMIT OUR LIABILITY FOR OUR OWN WILLFUL OR WANTON CONDUCT.

YOU MUST INDEMNIFY US IN RESPECT OF ALL LOSS, DAMAGES AND EXPENSES AND ALL CLAIMS AND DEMANDS MADE BY A THIRD PARTY ARISING OUT OF ANY OF THE FOLLOWING:

- YOUR BREACH OF THIS AGREEMENT; AND
- ANY NEGLIGENT, WILLFUL OR FRAUDULENT CONDUCT BY YOU, YOUR EMPLOYEES, REPRESENTATIVES OR AGENTS.

EXCEPT AS IMPOSED BY THE AUSTRALIAN CONSUMER LAW, SCHEDULE 2 OF THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT AND SUBJECT TO CLAUSE

- WE MAKE NO WARRANTY OR REPRESENTATION TO YOU AS TO THE PERFORMANCE OR OPERATION OF THE PORTAL OR ANY OTHER PRODUCTS OR SERVICES

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO IN THIS CLAUSE WILL BE LIMITED, AT OUR OPTION, TO ONE OR MORE OF THE FOLLOWING:

- IF THE BREACH RELATES TO GOODS:
 - THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS;
 - THE REPAIR OF SUCH GOODS;
 - THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR
 - THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND
- IF THE BREACH RELATES TO SERVICES:
 - THE SUPPLYING OF THE SERVICES AGAIN; OR
 - THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

Entire agreement

This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications in connection with that subject matter. The parties acknowledge that, except as expressly stated in this Agreement, they have not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to this Agreement. Any personal information submitted by you to us, whether via the Portal or otherwise, is subject to and will be handled in accordance with our privacy policy. The privacy policy forms part of these terms and is currently set out at. You agree that, by using the Portal, you have read the privacy policy, understood its contents and consented to its requirements.

If you access or use the Portal or any other website operated by us, then you are also subject to our terms and conditions of website use that are currently set out. You agree that, by this access or use, you have agreed to

the terms and conditions of website use. For your information and without limiting the application to you of the entirety of the terms and conditions of website use, Each party warrants that it has the authority, power and capability to enter into and to perform its obligations under this Agreement and that its obligations under this Agreement are binding and enforceable. Neither party will be liable for any failure to perform its obligations under this Agreement (other than an obligation to pay money) if the party is prevented from doing so by any cause beyond its reasonable control.

Each term of this Agreement must be interpreted in such manner as to be effective and valid under applicable law. If any term of this Agreement is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. A term of this Agreement may not be waived except in writing signed by the party granting the waiver. The waiver by a party of a breach by another party of any term of this Agreement does not operate as a waiver of another or continuing breach by that party of that term or any other term of this Agreement.

You must not assign or novate any of your rights or obligations under this Agreement without our prior written consent (which we may withhold in our absolute discretion). We may assign or novate any of our rights or obligations under this Agreement to any person by notice to you. This Agreement is governed by the laws applicable in the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.

No term of this Agreement is to be construed to the disadvantage of a party because that party was responsible for its preparation