



## **ARENANet Terms of Use**

By having an ARENANet account, you agree to be bound by these terms of use. These terms of use were last updated in November 2023.

ARENANet is run by the Australian Renewable Energy Agency (**ARENA**). We refer to ARENA as 'we' or 'us' in these terms of use.

### **1. Why terms of use are important**

By having a ARENANet account, you agree to be bound by these terms of use. Importantly, this means making sure you know and comply with your responsibilities.

### **2. Changes to terms of use**

We may change these terms of use at any time. To keep using your ARENANet account, you need to accept any changes to the terms of use.

These new terms of use replace any ARENANet terms of use you have accepted before.

### **3. Who can have a ARENANet account**

You must be a natural person to have an ARENANet account. This means you are an individual human being. You are not, for example, a corporate entity, robot or a software program.

You must also have your own email address. This is because each ARENANet account must be linked to a unique email address. If you share an email address with someone, you can only use it for one ARENANet account.

### **4. Your responsibilities**

You need to understand your responsibilities when using ARENANet.

If you do not comply with your responsibilities, we may lock, suspend or terminate your ARENANet account. In some cases, you may face civil or criminal penalties.

If you do not keep your personal information secure, someone could pretend to be you and access information from ARENANet about applications or funding agreements you and your organisation may have with us.

#### ***Provide correct and up to date information***

You must make sure your personal details, such as your name and contact details are correct and up to date in ARENANet. If your details change, you should sign in to ARENANet and update them.

#### ***Keep linked services up to date***

You must make sure your personal details are correct and up to date with linked services. For example, your name and contact details.

#### ***Keep your ARENANet account safe***

You are responsible for your ARENANet account and making sure only you can access it.

You must not allow someone else to sign in or use your ARENANet account.

You must keep your ARENANet password and your two-factor authentication device safe. Do not share these details with anyone else.

If you do not take reasonable steps to keep your ARENANet details safe, someone may sign in to your account. You are responsible for everything they do with your account. This also applies if you give someone your details to sign in to your account.

If you think someone has tried to access your ARENANet account, you should change your password. If you still have concerns about your ARENANet account, contact us.

You should change your password straight away if you think someone else knows it.

### ***Do not access another person's ARENANet account***

You are not allowed to access another person's ARENANet account.

### ***Prohibited uses of ARENANet***

You are not permitted to use ARENANet or your ARENANet account to:

- participate in any illegal or fraudulent activity;
- disrupt ARENANet in a way that infringes a person's rights or prevents them from using ARENANet;
- disrupt ARENANet in any way that may harass, cause distress or inconvenience others;
- post or send unlawful, defamatory, offensive or scandalous material; or
- post or send material that breaks, or encourages breaking, the law.

### ***Do not monitor or copy ARENANet***

You are not permitted to use any software such as bots or scraper tools to access, monitor or copy ARENANet or its contents. You may do this only if we give you written permission.

## **5. When your access can be taken away**

We may lock, suspend or terminate your ARENANet account at any time and for any reason.

This includes if you do not comply with your responsibilities outlined in the terms of use.

We may also lock, suspend or terminate your access through ARENANet at any time and for any reason.

### ***Closure of inactive accounts***

We may close your accounts that have not been used after a certain amount of time. We may do so when:

- your ARENANet account has been permanently locked; or
- you have not signed in for 24 months.

If we close your account and you want to use ARENANet again, you will need to create a new ARENANet account.

## **6. ARENANet Inbox**

Sometimes we send you correspondence to the email address linked to your ARENANet account. By creating a ARENANet account, you agree to receive this correspondence.

## **7. Service disruptions**

We make reasonable efforts to ensure that our online services are provided continuously, with minimal disruption. We will continue to improve ARENANet and fix defects.

However, we cannot guarantee:

- ARENANet will have no defects or errors; or
- you will have uninterrupted access to ARENANet and its services.

If you cannot use ARENANet and you need to complete a task straight away, you should contact us as soon as practicable.

We are not responsible for any Loss as a result of:

- your use, or your inability to use, ARENANet; or
- you not accessing a message sent to an email address or phone number associated with your ARENANet account.

In these terms of use, 'Loss' means any loss, damage, cost or expense to any person or property. This includes:

- loss of profits or revenue;
- loss or denial of opportunity;
- loss of use;
- loss of data; or
- any indirect, remote, abnormal or unforeseeable loss.

We are not responsible if a ARENANet notification cannot be delivered to your nominated mobile number or email address.

### ***Links to other websites***

Some site pages and interactive content contain links to third-party sites we don't manage.

Those sites are not within our control and may not follow the same privacy, security, or accessibility standards as ours. We are not responsible for the content or availability of those sites, their partners, or advertisers.

We provide links to third-party sites for your information and convenience only, and we do not endorse material at those sites, or any associated organisation, product or service.

## **8. Rights we grant you**

We give you permission to use the ARENANet service on your device, for example, your computer or mobile. This is so long as you comply with these terms of use and any other applicable laws. The permission is in the form of a non-transferable, non-exclusive, revocable licence.

## **9. Applicable law**

The laws of the Australian Capital Territory apply to these terms of use.

## **10. Severability**

If a provision of these terms of use is not enforceable for any reason, the provision may be severed from the terms of use. The remainder of these terms of use remains enforceable.

## **ARENANet Privacy Notice**

The *Privacy Act 1988* requires ARENA to have a privacy policy. Our privacy policy outlines what kinds of personal information we collect, why we collect this information and how we handle it. You can view ARENA's privacy policy [here](#).

### **What personal information we collect**

We may collect personal information about you when it's reasonably necessary for, or directly related to, our functions or activities.

The kinds of personal information we may collect includes all of the following.

Information about you, such as your:

- name;
- address;
- gender;
- date of birth;
- contact details; and
- employer or associated organisations.

Information about your interactions with us, such as:

- applications you've made;
- funding agreements you are associated with;
- feedback and complaints; and
- any other arrangements with us.

We may also collect information about how you use our online services and applications, such as:

- pages you visit;
- online forms you fill in;
- your interactions; and
- searches you make.

### **How we collect information**

We collect your personal information through forms, applications and other interactions through ARENANet and with ARENA. This includes paper or electronic forms or notices, online portals, applications, correspondence, face to face or over the telephone.

We may also collect your personal information from third parties including other government agencies.

### **Why we collect, use and disclose information**

We collect personal information about you where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

#### ***To provide financial assistance***

We may collect your personal information when it is reasonably necessary to provide financial assistance, including applications for financial assistance and administering agreements for the provision of financial assistance. For example, we may collect your personal information to:

- confirm your identity;
- communicate with you, including by SMS or email;
- provide information about available funding;
- ensure correct payments are made;
- verify data provided in relation to applications and funding agreements with third parties;
- investigate fraud, including internal fraud and the assessment of funding eligibility;
- manage complaints and feedback;
- manage and respond to requests for information; and
- administer and provide online services, including ARENANet.

The reasons we collect your personal information will depend on the payments and services you access or are seeking.

### ***To share knowledge***

We may collect your personal information to facilitate the sharing of knowledge about renewable energy technology and other types of technology. This includes invitations to events, briefings or forums that ARENA may hold or sponsor. For example, we may collect your personal information to communicate with you about knowledge we have gained from the industry or communicate with you about reports we have published.

### ***To improve our services***

We may use your personal information to conduct statistical analysis and research to improve service delivery. We'll contact you or a trusted research company will on our behalf. Our contracts with each research company contain legal binding provisions to protect your privacy.

We only give contracted research companies personal information when necessary. Your information stays confidential and is:

- not used for any purpose except for the specific research activity;
- not given to anyone else; and
- destroyed or returned to us when the research is over.

### **How we store personal information**

We take reasonable steps to protect your personal information against misuse, interference and loss, and from unauthorised access, modification or disclosure. These steps include:

- only accessing personal information on a need-to-know basis and by authorised personnel;
- monitoring system access which can only be accessed by authenticated credentials;
- ensuring our buildings are secure; and
- regularly updating and auditing our storage and data security systems.

When no longer required, we destroy or archive personal information in a secure manner.

### **How we share information outside Australia**

We may disclose your personal information overseas, such as to a foreign government or agency, where:

- the disclosure is required or authorised by law, or
- international information sharing arrangements are in place.

## **Accessing and correcting your personal information**

You have the right to both ask:

- for access to personal information that we hold about you; and
- that we correct personal information we hold about you.

If you ask, we must give you access to your personal information, and take reasonable steps to correct it if we consider it is incorrect, unless there is a law that allows or requires us not to.

We will notify you in writing and explain our reasons if we refuse to give you access to, or correct, your personal information.

You can find out how to contact us [here](#).

## **How to make a complaint about privacy**

If you wish to complain about how we've handled your personal information, first try to resolve the issue with the person you've been dealing with. If you're not satisfied, you can ask to speak to their supervisor or submit a complaint [here](#).