



Amber

SmartShift Terms & Conditions

1. About this SmartShift Contract

- 1.1. All capitalised terms are defined in the Glossary (clause 23).
- 1.2. This SmartShift Contract is for the supply of Amber energy optimisation Services and includes Terms on which you may access and use our software applications (Software) and all associated documentation (Documentation) made available in connection with the Services.
- 1.3. This SmartShift Contract is separate to any electricity supply arrangement that you may have entered into with Amber or another retail electricity supplier. If you have entered into an arrangement for the supply of electricity with Amber this is governed by Amber's Market Terms and Conditions.
- 1.4. By clicking "agree", "accept" or selecting a "checkbox" or similar, you are providing your consent to enter into this SmartShift Contract and you agree to these Terms.

2. The Parties

- 2.1. This SmartShift Contract is between 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 this 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.

3. Commencement and Term

- 3.1. This SmartShift Contract commences when You agree to the Terms set out in this document, or if You accept the Services or use the Software, and continues until terminated by either party in accordance with this SmartShift Contract.
- 3.2. You may cancel this SmartShift Contract at any time by giving us not less than 14 days' notice in writing. You will continue to incur any applicable Fees up to the last to occur of the date of cancellation and your Optimised Device being successfully un-enrolled from SmartShift.
- 3.3. 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.

- 3.4. Where your Services have been cancelled (for any reason) it may take up to 14 days to unenrol you from the Services. You acknowledge and agree that during this period Amber may continue to control your device(s) in accordance with the settings in place at the time of cancellation.
- 3.5. 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.

4. Services

- 4.1. The Services we will provide to You are:
 - 4.1.1. To automate your Optimised Device based on the wholesale electricity price to increase the value created by your Optimised Device;
 - 4.1.2. 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 (as applicable).
 - 4.1.3. To enable access to the necessary functions in the Amber Electric app which allow you to turn on and off the automation algorithm (if applicable) and monitor the impact of the automation on your electricity bills.
 - 4.1.4. The grant of a non-exclusive, non-transferrable Licence to use any Documentation and Software to receive the Services on these Terms.
- 4.2. As the Services 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.
- 4.3. We will provide the Services to You at Your Premises.
- 4.4. 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.

5. Customer Consent

- 5.1. By entering into this SmartShift Contract, You agree to the following during the term of this SmartShift Contract:
 - 5.1.1. 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.

- 5.1.2. 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. This may include making Firmware upgrades, changes to communications protocols or other settings for your Optimised Device.
- 5.1.3. Amber and its Technology Partners may temporarily override individual control settings for your Optimised Device during extreme periods of market volatility or weather events.
- 5.1.4. 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.
- 5.1.5. 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.
- 5.1.6. If your Optimised Device is a household battery, Amber will cycle your battery not more than twice in any 24 hour period. You acknowledge that repeatedly using manual control override settings may impact battery cycling and capacity, which could affect your manufacturer's warranty.

6. Acceptable Use

- 6.1. You must:
 - 6.1.1. only use the Software and Services in accordance with the Documentation and Amber's reasonable direction;
 - 6.1.2. not 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;
 - 6.1.3. not 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;
 - 6.1.4. not provide, or otherwise make available, the Software in any form, in whole or in part to any person without our prior written consent;
 - 6.1.5. not introduce or upload anything to the Software that includes viruses or other malicious code;
 - 6.1.6. use the Software only for the purpose for which it has been developed; and
 - 6.1.7. not to modify or create copies of the Documentation.

- 6.1.8. not use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other people who use the Software including the Amber App.

7. Warranties and indemnities

- 7.1. You warrant and represent that you will not use the Software or Services in a manner which infringes the rights of any other person or breaches any applicable law or regulation.
- 7.2. 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 or Services.

8. Disclaimer

- 8.1. We cannot guarantee the warranty for your Optimised Device will not be affected by Amber's supply of the Services. We recommend you speak to your manufacturer about the specifics of the warranty when enrolling in any scheme or using any software or hardware that can charge or discharge your Optimised Device.
- 8.2. Our ability to integrate, control discharge and charge of your Optimised Device may be limited to what the manufacturer and/or our Technology Partners will allow within the limits imposed by their API and Firmware.
- 8.3. 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.
- 8.4. Amber makes no representations as to the availability of the Software.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.

9. Fees

- 9.1. We reserve the right to charge You Fees for the provision of the Services with prior notice to you and as amended from time to time. The Fees may include charges incurred by us through our Technology Partners and passed on to you (for example API fees).
- 9.2. 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.
- 9.3. We will send You a bill for Fees payable via email as soon as possible after the end of each billing cycle.
- 9.4. 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 7 Business Days from the date we issue the bill.
- 9.5. You must also pay, by the due date, any additional charges under the Terms of this SmartShift Contract as detailed on Your bill.
- 9.6. 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.
- 9.7. We may charge a fee for payments made by any other means, including by Credit Card and Debit Card, and for late payment.

10. Intellectual Property

- 10.1. You acknowledge and agree that all Intellectual Property Rights in the Software, Documentation, and 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.
- 10.2. You have no rights in or to the Software other than the right to use it in accordance with these Terms.
- 10.3. 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;
- 10.4. 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
- 10.5. You have no right to have access to the Software in source code form other than as expressly provided in these Terms.
- 10.6. You must:

- 10.6.1. not make adaptations or variations of the Software and any application or deliverable that forms part of the Services without our prior consent;
- 10.6.2. not copy, disassemble, decompile, reverse translate, reverse-engineer or in any other manner decode the Software, or an application or deliverable that forms part of the Services, except as expressly permitted by law; and
- 10.6.3. 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.

11. Suspension and Termination

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

- 11.1.1. You materially or persistently breach these Terms;
- 11.1.2. You fail to pay any amount due to us on the date due for payment;
- 11.1.3. You breach any of the standard terms attached to any of the applications or deliverables provided by our Technology Partners that form part of the Services or Software;
- 11.1.4. You become bankrupt or suffer an Insolvency Event, 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;
- 11.1.5. the use of the Services or Software, in our reasonable opinion, does or is likely to disrupt the security or integrity of the Services or Software, other customers' use of the Services or Software, or the infrastructure used to provide the Services or Software, or any unauthorised third party access to the Services or any software that forms part of the Services; or
- 11.1.6. your market retail supply contract with Amber is terminated for any reason.

11.2. 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.

11.3. 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 to provide the Services.

11.4. On termination of this SmartShift Contract for any reason, the Services shall automatically end, meaning You will have no further rights to access the Services and your Licence to use the Software will immediately cease. 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.

12. Data

- 12.1. In providing the Services and Licence, we, and our Technology Partners, will have access to various data regarding the performance of the Services and Software, the performance of Your Optimised Device and Your energy usage and patterns (Customer Data). Customer Data may include data in relation to:
- 12.1.1. Optimised Device usage;
 - 12.1.2. charge, discharge and state of charge information for an Optimised Device (if applicable);
 - 12.1.3. Customer usage;
 - 12.1.4. solar production; and
 - 12.1.5. resulting savings from Your use of our Services.
- 12.2. You consent and agree to us and our Technology Partners, 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.
- 12.3. 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, commercial partners, and our Technology Partners. You acknowledge that this anonymised and aggregated version of the Customer Data may become publicly available.
- 12.4. In accessing, using and sharing Your Customer Data, we will comply at all times with all applicable Privacy Laws.
- 12.5. You are responsible for the content, accuracy and completeness of any Customer Data you provide to us under these Terms.

13. **Privacy**

- 13.1. 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.
- 13.2. 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.

14. **Complaints**

- 14.1. All complaints about the Services are handled within Amber in accordance with our Complaint & Dispute Resolution Procedure. If your complaint is solely about Amber's electricity supply services and not the Services, you have the right to contact the Ombudsman or other relevant body in your state for independent advice and assistance.

15. **Force Majeure**

- 15.1. 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:
- 15.1.1. 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;
 - 15.1.2. 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
 - 15.1.3. the affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

16. **Maximum liability**

- 16.1. 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.
- 16.2. Nothing in these Terms will limit or exclude the liability of either party for any claim arising from:
- 16.2.1. death or personal injury or damage to property resulting from negligence; or
 - 16.2.2. fraud or fraudulent misrepresentation; or
 - 16.2.3. 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.
- 16.3. Neither party will be liable to the other or any other person for any indirect or Consequential Loss.

17. **Australian Consumer Law**

- 17.1. 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.

18. Applicable law

- 18.1. 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.

19. Notices and bills

- 19.1. 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.
- 19.2. We will never send credit card, debit card or bank account details by email.
- 19.3. You must notify us if your contact details change.
- 19.4. 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.

20. Amendments

- 20.1. We may change these Terms from time-to-time, in which case we'll let you know before the changes take effect. If you continue to use the Software and Services after receiving notice of the updated Terms you agree that you will be deemed to have accepted the updated Terms. If you don't agree with the updated Terms you can cancel this SmartShift Contract at any time by following the steps at clause 3.2.

21. Assignment

- 21.1. 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.

22. Entire Agreement and Severability

- 22.1. These Terms constitute the entire agreement between you and us on the subject matter, and merges or supersedes all other or prior understandings, purchase orders, agreements and arrangements concerning the Services.
- 22.2. 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.
- 22.3. 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.

23. NSW VPP Rebate - Additional Terms

- 23.1. This clause 23 sets out additional terms that apply where You have submitted an Application and been approved by Amber to receive the VPP Rebate. This clause 23 forms part of, and is in addition to, this SmartShift Contract. Where there is any inconsistency between this clause 23 and another clause of this SmartShift Contract in relation to Your participation in the VPP Rebate, this clause 23 prevails to the extent of the inconsistency.
- 23.2. Submitting an Application for the VPP Rebate Offer does not guarantee approval or payment. All Applications are subject to assessment and approval by Amber, and Amber may accept or reject any Application at its discretion.
- 23.3. You agree that Amber is nominated as the Capacity Holder in relation to Your Battery Energy Storage System's participation in the relevant demand response activity under the PDRS. All PRCs created under the VPP Rebate Offer must be assigned to Amber in its capacity as an ACP under the PDRS.
- 23.4. Subject to Amber's approval of Your Application, Amber agrees that this Smartshift Contract will have a term of at least 12 months, subject to any right for either party to terminate this Smartshift Contract. At the end of the 12 month period, this Contract will continue until terminated by either party in accordance with the terms of this SmartShift Contract.
- 23.5. You confirm that You are the account holder of the electricity account for the National Metering Identifier(s) at the Premises, and that You are entering into this commitment in that capacity.
- 23.6. You acknowledge and agree that:
- 23.6.1. it is Your sole responsibility to confirm your eligibility for the VPP Rebate, including by ensuring that all information provided in the Application is true, accurate and complete. If Amber is unable to claim, or is required to repay, a PRC or the VPP Rebate due to incorrect or previously-claimed information, You may be required to repay the VPP Rebate and any associated administrative costs incurred by Amber;
 - 23.6.2. changes to the Services may affect Your eligibility for, or the availability of, the VPP Rebate Offer;
 - 23.6.3. the value of the VPP Rebate is subject to change at any time without prior notice, and the final rebate amount will be determined based on the value applicable at the time Your Application is formally approved; and
 - 23.6.4. to the extent permitted by law, Amber will not be liable for any loss, cost or expense You suffer or incur as a result of You being ineligible for, or not receiving, the VPP Rebate, except to the extent caused by Amber's breach of these Terms, negligence or unlawful conduct.
- 23.7. In addition to clause 12 (Data) and clause 13 (Privacy), You consent to Amber disclosing identifiable Customer Data (including Your address, National Metering Identifier and cost information) to any Regulator, to the extent required for the creation of PRCs or otherwise required under the PDRS Rule.

23.8. You may be contacted by Amber, the Regulator or an authorised auditor, or required to participate in a site inspection, to verify information submitted in connection with the VPP Rebate Offer and the implementation and eligibility of the Battery Energy Storage System. You may also be required to provide additional evidence, including geo-tagged photographs, invoices or installation documents. If you fail to comply with a reasonable verification request, Amber may be unable to process the VPP Rebate or, where payment has already been made, may withdraw the VPP Rebate and recover the amount paid.

24. Glossary

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

Amber means Amber Electric Pty Ltd.

API means Application Programming Interface

ACP means an Accredited Certificate Provider as defined in the PDRS Rule.

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

Application means Your application for the VPP Rebate Offer, submitted in the form and manner notified by Amber from time to time.

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

Battery Energy Storage System means one or more batteries, and other related equipment, as defined in the PDRS Rule.

Capacity Holder has the meaning given in the PDRS Rule.

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.

Customer Data means all information provided by You for the purposes of the SmartShift Contract to deliver the Services and to be stored, transmitted, processed and/or inputted into the Software.

Firmware means the manufacturer's permanent software programmed into your Optimised Device.

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.

Licence means the non-exclusive and non-transferrable licence granted to you in consideration for agreeing to abide by this SmartShift Contract, to access and use the Software solely in accordance with the Terms of this SmartShift Contract.

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).

Insolvency Event means any following events concerning a party: 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; if the party is unable to pay its debts when they become due and payable; if the party ceases to carry on business; or 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.

National Metering Identifier means the connection point as defined in the National Electricity Rules.

Optimised Device means the device at Your Premises for which our SmartShift optimisation services are provided, which may include: household battery, solar curtailment, electric vehicle, pool-pump, hot-water system, or other household electricity load or generation device.

PDRS means the Peak Demand Reduction Scheme established under Schedule 4A of the Electricity Supply Act 1995 (NSW).

PDRS Rule means the Peak Demand Reduction Scheme Rule of 2022 (NSW), as amended and in force from time to time.

PRC means a Peak Reduction Certificate as defined under the PDRS Rule.

Premises means the premises belonging to or under the control of the person or persons who has entered into this SmartShift Contract with Amber Electric.

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.

Regulator any government agency, statutory body, authority, regulator or other competent body, including the Independent Pricing and Regulatory Tribunal (IPART), that is responsible for administering, regulating, monitoring or enforcing compliance with any applicable law,

regulatory requirement, scheme, licence, approval or industry obligation under this SmartShift Contract.

Services means the supply of Amber energy optimisation services to You at your Premises, under which Amber and its Technology Partners will control Your Optimised Devices to optimise their electricity usage based on the wholesale price of energy.

Software means software applications made available to you by Amber pursuant to the Licence and for the purpose of delivering the Services under this SmartShift Contract.

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

Terms means the terms of this SmartShift Contract.

VPP Rebate means the financial incentive offered to eligible customers located in NSW under clause 23 in connection with the PDRS.

VPP Rebate Offer means an offer of the VPP Rebate made to You by Amber, in its capacity as an ACP under the PDRS.

You means the person or persons who has/have entered into this SmartShift Contract with Amber.

25. Interpretation

25.1. In this SmartShift Contract:

- 25.1.1. a reference to a party to these Terms or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- 25.1.2. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 25.1.3. 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;
- 25.1.4. 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;
- 25.1.5. 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;
- 25.1.6. 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;
- 25.1.7. a reference to '\$' or 'dollar' is to Australian currency; and

- 25.1.8. 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.