

Terms of Use for the Reformer SharePoint Site

Last updated 10 July 2024

The Australian Energy Market Operator (**AEMO**) is responsible for operating Australia's largest gas and electricity markets and systems. References below to "we" or "us" are references to AEMO.

What is the WA Reform Program?

WA Reform is AEMO's Program of work to facilitate the Energy Transition in WA.

The Program will also coordinate other essential activities such as lifecycle projects to manage interdependencies.

The Reformer

The **Reformer** is our external energy industry information portal for the WA Reform Program. It provides a dedicated platform to make information available to Rule Participants, service providers and industry associations (**Users**) to support industry activity to be ready for the commencement of the changes to systems and processes that will be delivered through the WA Reform Program. The Reformer may be used to host materials including technical documentation, guides, consultation materials, question and answer resources, timelines and schedules, and general news updates (**Reformer Content**). The Reformer may also permit Users to leave comments and other content on the site.

Where AEMO has a regulatory obligation to publish information, it will use its public-facing website to meet this requirement. In contrast, Reformer Content that AEMO generates is provided to Users for the purposes of supporting participants prior to the commencement of new systems and processes.

AEMO's Reformer Content will focus on AEMO's obligations, systems, and processes. However, to support participants in the early stages of their readiness programs, AEMO may also generate Reformer Content describing or summarising the obligations and requirements of market participants and other Rule participants.

Our Information Sharing Guidelines (described below) set out the terms on which we make the Reformer available to you for your use. These terms apply to your access to and use of the Reformer and Reformer Content. Please read the Information Sharing Guidelines carefully before accessing and using the Reformer. Your continued access to and use of the Reformer indicates you have read and agreed to the Information Sharing Guidelines. We may update our Information Sharing Guidelines from time to time by publishing our updated Information Sharing Guidelines on the Reformer. When you access or use the Reformer, you agree to any updated Information Sharing Guidelines that we have published at that time.

Registration

You must register to access and use the Reformer. AEMO uses multi factor authentication for secure access. By registering on the Reformer, you must maintain the confidentiality of your passwords and other account information. You agree that you are responsible for protecting your passwords and other account information, and to notify us at support.hub@aemo.com.au immediately if you become aware of any unauthorised access to, or unauthorised use or disclosure of, your password or account information by others.

You are responsible for informing AEMO when access is no longer required. To terminate your account please send an email to wa.ets@aemo.com.au.

You agree that we may review and monitor use of the Reformer and Reformer Content from time to time (but are not obliged to do so), and that we may remove any content or material at our sole discretion.

If, for any reason, we believe that you have not complied with these Information Sharing Guidelines, we may immediately suspend your access to, or use of the Reformer.

We may terminate your registered account and access to or use of the Reformer at any time at our sole discretion.

Please also see AEMO's [privacy statement](#) for details of how personally identifiable information is collected and processed by AEMO.

Using the Reformer

You agree to only use the Reformer to post, send, and receive messages and materials that are proper and relevant to your registration for the applicable section of the Reformer.

You agree that you will not (and will not permit a third party to) access or use the Reformer to:

- download or record video content from the Reformer;
- violate any laws or regulations or to engage in, encourage or promote illegal, invasive, anticompetitive or fraudulent activity;
- harass, stalk, threaten, abuse or violate a third party's legal rights (including privacy);

- communicate, publish, upload, post, distribute, or disseminate inappropriate, defamatory, obscene, indecent, or unlawful information;
- distribute malware (including viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files) or any software or programs that are of a destructive or deceptive nature;
- harvest, collect or distribute or otherwise make available information about a third party (including their use of the Reformer); or
- create a false identity for the purpose of misleading others.

You must not use the Reformer in a way that could interfere with or impair or damage our systems or another party's access to, or use or enjoyment of, the Reformer or Reformer Content. You must not attempt to disable, circumvent, interfere with, or gain unauthorised access to the Reformer, Reformer Content, other accounts, our systems, or any other information we have not intentionally made available to you (including through hacking, password mining, phishing, or any other means).

Reliance on recordings

Users rely on the information contained in video recordings hosted on the Reformer at their own risk.

Reformer Content may include video recordings of meetings, education sessions or technology demonstrations. This type of Reformer Content may be valuable for Users to aid understanding of complex matters, but it is not practical for AEMO to ensure that the information in such video recordings is completely accurate and current. AEMO may leave Reformer Content on the site that is less than completely up to date where it judges that this content is still a useful source of information and, where it does so, AEMO will use best endeavours to identify any material issues on the relevant Reformer page where the recording is accessed.

Where AEMO develops formal training materials, these will be hosted through its eLearning Platform. The disclaimers set out in relation to video recordings are not intended to apply to these materials.

No warranty

AEMO will use best endeavours to remove superseded or inaccurate video recordings but does not warrant that any video recordings hosted on the Reformer are accurate and current.

AEMO does not warrant or represent that all Reformer Content is current. The Reformer will be used to publish certain types of information and materials that are generated during the progress of the WEM Reform Program. As such, some Reformer Content found on the site may not be entirely up to date since it may reflect a design or approach that has subsequently changed. Users are responsible for ensuring that they rely on the latest versions of WEM Procedures, technical specifications, guides, and other documentation as the definitive source of information concerning their obligations and technical requirements.

In the case of information that it provides regarding the obligations of Market Participants and other Rule Participants, AEMO does not warrant or represent that the Reformer Content is accurate, reliable, complete, or current or that it is suitable for particular purposes. You should verify and check the accuracy, completeness, reliability, and suitability of any such Reformer Content for any use to which you intend to put it and seek independent expert advice before using it.

You understand and accept that Rule Participants are responsible for ensuring they understand their own obligations under the WEM Rules. You agree and accept that, while AEMO will always use its best efforts to provide accurate, up-to-date, and fit-for-purpose information, it is not responsible for advising Rule Participants of their obligations under the WEM Rules.

Use of Reformer Content that AEMO has not itself published is at your risk. To the extent that it allows other Users to post information or materials to the site, AEMO is not to be taken to endorse the content and any views expressed do not necessarily reflect those of AEMO.

Limitation of liability

To the extent permitted by law, AEMO and its advisers, consultants and other contributors to this website (or their respective associated companies, businesses, partners, directors, officers or employees) disclaim and shall not be liable for any errors, omissions, defects or misrepresentations in the Reformer Content, or for any loss or damage suffered by persons who use or rely on such Reformer Content (including by reason of negligence, negligent misstatement or otherwise); or any actions resulting from your participation in and use of the Reformer or the Reformer Content. If any law prohibits the exclusion of such liability, AEMO's liability is limited, at AEMO's option, to the re-supply of the Reformer Content, provided that this limitation is permitted by law and is fair and reasonable.

Malware

AEMO does not represent or warrant that the Reformer or any Reformer Content, downloaded or accessible from the Reformer is free from malware or other programs that might affect software or systems of users. Users should protect themselves by installing and implementing their own security checks and systems.

Confidentiality

Except where expressly agreed by AEMO, AEMO will not treat any Reformer Content (including content or materials or communications or emails sent through the Reformer) as confidential and reserves the right to reproduce, transmit, modify, and publish (in any form) such content and materials.