

## Agreement Terms

### 1 – THIS AGREEMENT

#### 1.1 About this Agreement

- a) These terms form part of our Agreement with you for the sale of Energy. Your Agreement also includes your Energy Plan and the Details.
- b) If we supply you with both electricity and gas, you have two separate Agreements with us, one for your electricity and the other for your gas.
- c) If we supply you at more than one Premises, then we have a separate agreement with you for each Premises.

### 2 – WHEN THE AGREEMENT STARTS AND ENDS

#### 2.1 When does the Agreement start?

This Agreement starts when you accept our offer to sell Energy to you. You can do this by accepting our offer to sell you Energy online or over the telephone, or by signing our offer in person and returning it to us before the offer expiry date.

#### 2.2 Cooling-off

- a) You can cancel this Agreement during the 10 Business Day cooling-off period, which starts on the Business Day after:
  - i. the day you accepted our offer; or
  - ii. the day we gave you a copy of the Agreement together with our disclosure statement, whichever is later.
- b) To cancel the Agreement during the cooling-off period, either call us or return the withdrawal notice provided to you with these terms.

#### 2.3 When we start selling you Energy

We'll only start selling you Energy when:

- a) your cooling-off period has expired;
- b) your Premises are connected to the Distribution Network; and
- c) if you are transferring to us from another retailer, the transfer has been processed.

#### 2.4 Cancelling the Agreement

We may cancel the Agreement before we start selling you Energy if:

- a) you're not eligible for the offer we made to you (e.g. we don't have market contract rates for your meter type in your distribution area);
- b) any information in the Details is incorrect; or
- c) you don't meet our credit requirements to the extent permitted by Law.

We'll let you know if we cancel the Agreement.

#### 2.5 When does the Agreement end?

This Agreement is ongoing until you or we end it. Refer to clauses 2.2, 2.4 and 9 to find out how this Agreement can end.

#### 2.6 Energy Plans

- a) If your Agreement includes a fixed term

Energy Plan, then we'll let you know what your options are before your Energy Plan ends in accordance with Laws.

- b) If your Energy Plan has no fixed term, it can end in accordance with your Energy Plan terms and these Agreement Terms.
- c) Regardless of whether you are on a fixed term or ongoing Energy Plan, if you don't agree to a new Energy Plan when your Energy Plan ends, your Agreement will continue without any Energy Plan benefits.

### 3 – CHARGES

#### 3.1 What you have to pay

You must pay the Charges, which are set out in the Details.

#### 3.2 Charges

The Charges include:

- a) **Usage charges:** charges based on the amount of Energy you use.
- b) **Supply charges:** daily charges for supplying Energy to your Premises, regardless of how much Energy you use.
- c) **Distributor charges:** any amounts that your Distributor charges us for services provided at your Premises (which are not already included in other Charges), including a connection fee, disconnection fee and special meter reading fee. These amounts are set by your Distributor.
- d) **Metering charges:** any amounts that a Meter Service Provider charges us for metering related goods or services provided at your Premises (which are not already included in other Charges).
- e) **Taxes:** any taxes (including GST), duties, imposts, levies, charges, costs and fees that we have to pay (directly or indirectly) when we sell and supply Energy and other goods and services to you.

#### 3.3 Fees

If the following fees apply to you, they'll be set out in your Details or we'll let you know about them before you incur them:

- a) **Paper bill fee:** a fee for receiving a bill by mail.
- b) **Card payment fee:** a fee for paying by Visa, Mastercard or another payment method, for which we incur a fee.
- c) **Payment processing fee:** a fee for paying your bill over the counter in person or by PostBill Pay.
- d) **Administration fee:** a fee for us to arrange goods or services for you (e.g. metering related goods or services) with a Meter Service Provider, Distributor or anyone else or a fee for any service order we process in connection with your Premises.
- e) **Exit fee:** means a fee for ending your Energy Plan early (if any).
- f) **Late payment fee:** a fee to compensate us if you fail to pay your bill (or part of your bill) by the Due Date.
- g) **Account service fee (WA only):** a fee we may charge for managing your account.

#### 3.4 Other amounts

You may also have to pay us the other amounts set out below:

- a) Any reasonable costs that we incur for arranging network, connection and metering services for you. We'll let you know about them before you incur them.
- b) Any fees or additional costs we incur if your payment is dishonoured or reversed.
- c) If you breach this Agreement or Laws, any reasonable costs we incur as a result of that breach, except if the amount is already included in another Charge.

#### 3.5 Changes to Charges

- a) We may change your Charges if:

- i. information used to set the Charges set out in your Details is incorrect (e.g. the address of your Premises or your meter type);
  - ii. a new meter type is installed at your Premises; or
  - iii. your Distributor changes the network tariff for your Premises.
- b) We may also change your Charges, or apply a new Charge, for any reason.

#### 3.6 When we'll let you know

If we change your Charges, including the amount, nature and structure, or apply a new Charge, we'll let you know in accordance with Laws, which may be by a message on your bill.

### 4 – BILLS

#### 4.1 Where and when bills are sent

- a) We'll send your bills to the mailing or e-mail address you tell us. If we don't have a valid e-mail or mailing address for you, we'll mail your bills to your Premises and you'll be deemed to have received them. You may need to pay a fee for us to mail bills.
- b) We'll bill you monthly if the circumstances allow it. We'll always bill you at least every three months or, if you are a Victorian gas customer, at least every two months. We may change the billing period by notice to you.

#### 4.2 Bills based on meter readings

- a) We'll usually base your bills on readings of your meter and will try our best to arrange for a meter reading from your Distributor at least once every 12 months.
- b) If allowed by Law, we may base a bill on an estimate of your Energy usage. We'll show this on your bill and adjust a later bill for the difference between our estimate and your actual Energy usage.
- c) If you ask us to, we'll replace an estimated bill with one based on a meter reading. We may apply a fee for doing this.

#### 4.3 You can ask for your bill to be reviewed

- a) You can ask us to review your bill. While we work through that (in accordance with our standard complaints and dispute

resolution procedures), we may require you to pay the bill (or some of it).

- b) You can ask us to have your meter or meter data tested. You may have to pay for the cost of the test in advance if the Law permits. If the test finds that the meter or meter data is faulty and you have paid in advance we'll refund any amount you've paid for the test. If the test finds that the meter and meter data is not faulty and you have not paid for the cost of the test in advance then we may require you to pay for the cost of the meter test.
- c) If a review uncovers an error, we'll adjust the bill. Otherwise, you must pay the unpaid amount of the bill.

#### 4.4 Overcharging

- a) If you are overcharged, we'll let you know and repay you the overcharged amount in accordance with the Law.
- b) If you become Insolvent, we can apply any overcharged amount against amounts you owe us under the Agreement even if the amounts you owe us are not yet due and payable, if permitted by Law.

#### 4.5 Undercharging

If you're undercharged (which includes if you're not charged at all), we may recover from you some or all of the amount owed to us in accordance with Laws.

### 5 – PAYING YOUR BILL

#### 5.1 When and how you have to pay

- a) You must pay your bill by the Due Date. Your bill is not paid until we actually receive the funds. If your payment is due on a non-Business Day, you can pay that amount on the next Business Day.
- b) Your bill will detail the available payment methods.
- c) If we have more than one agreement with you, we may deduct from and set-off against amounts paid or payable under this Agreement (including if this Agreement has ended), any amounts paid or payable under another of your agreements with us.

#### 5.2 Security Deposits

Depending on your creditworthiness, you may have to pay us a Security Deposit. We'll keep any Security Deposit in a separate account and pay you interest on it. We can apply any Security Deposit and accrued interest against amounts you owe us under the Agreement. If you become Insolvent, we can apply any Security Deposit and accrued interest against amounts you owe us under the Agreement even if such amounts are not yet due and payable. We'll let you know if we do this. If we no longer need any Security Deposit, we'll return the Security Deposit and interest to you.

#### 5.3 Payment difficulties

If you can't pay your bill or are experiencing financial hardship, let us know as soon as possible. We have a range of payment plans and other options that might help. We may also be able to give you information about government support. See our website or call

us for more information about how we deal with financial hardship.

#### 5.4 Late payments

If we don't receive your payment by the Due Date, we may take one or more of the following steps:

- a) charge you a late payment fee, as set out in clause 3.3(f);
- b) apply any Security Deposit we are holding;
- c) disconnect your Premises;
- d) ask a debt collection agency to obtain the payment from you;
- e) sell the rights to the unpaid amount to a third party who may seek to collect it from you; and
- f) rely on other rights we have under the Agreement.

### 6 – YOUR OTHER OBLIGATIONS

#### 6.1 How you use Energy

In using Energy at your Premises, you must comply with the Law. You must:

- a) not cause any interference within the Distribution Network;
- b) not take any supply of Energy otherwise than from the Distribution Network or your generation facility (if you have one);
- c) not on-supply the Energy supplied to your Premises; and
- d) if you are a Business Customer, take reasonable steps to prevent loss on your side of the Supply Point if there are difficulties with your Energy supply.

#### 6.2 Meters and Supply Points

To allow the supply of Energy to your Premises, you must:

- a) make sufficient space available for the meter and the Supply Point;
- b) protect and not disconnect, by-pass, interfere with or damage the meter or Supply Point and promptly let us know of any problems with them;
- c) give us, your Distributor and the meter readers, who'll show you their official identification if you ask, safe, convenient and easy access to the meter and the Supply Point; and
- d) pay for any new meters you require.

#### 6.3 Safety and emergencies

You must:

- a) maintain your Energy installation and the appliances at your Premises in a safe condition;
- b) ensure that any work on your Energy installation and appliances is done by accredited electricians and registered plumbers or gas fitters;
- c) keep all vegetation, structures and vehicles at your Premises clear of your Energy installation;
- d) advise us or your Distributor of any safety issues; and
- e) comply with directions from us or your Distributor.

### 7 – YOUR DISTRIBUTOR, YOUR ENERGY SUPPLY AND SUPPLY INTERRUPTIONS

#### 7.1 Your Distributor

Your Distributor is responsible for the connection between the Distribution Network and your Premises and for the physical supply of Energy to your Premises including the quality and reliability of the Energy supplied.

#### 7.2 Our limited role

We are an Energy retailer and do not control the physical supply of Energy. We can ask your Distributor to connect your Premises to the Distribution Network, which we'll do at your request. We'll also arrange for your Distributor to physically supply Energy to your Premises. Except to that extent or as otherwise provided by Law, we are not liable to you for ensuring the physical supply of Energy.

#### 7.3 Your Energy supply

Electricity supplied to your Premises may be subject to voltage and frequency fluctuations. Gas supplied to your Premises may be subject to quality or pressure variations or deficiencies.

#### 7.4 Supply interruptions may occur

The supply of Energy to your Premises may be interrupted. Examples of when supply may be interrupted include:

- a) where required by your Distributor or AEMO;
- b) where there is insufficient Energy or system capacity to meet the needs of all consumers;
- c) due to failure in the equipment to supply you with Energy;
- d) for inspection, repairs, testing, maintenance or other works; or
- e) in an emergency or for safety reasons.

#### 7.5 Keeping one another informed about supply interruptions

- a) We'll try to inform you about supply interruptions.
- b) If you let us know that your supply is interrupted, we'll tell your Distributor. You should also tell your Distributor.

### 8 – DISCONNECTION

#### 8.1 When you could be disconnected

- a) Please tell us if you require a disconnection and we'll arrange this through your Distributor including any necessary meter reading and final bill.
- b) In some circumstances where the Law allows, we may ask your Distributor to disconnect your Premises, including if you don't:
  - i. pay your bill by the Due Date;
  - ii. agree or adhere to a payment plan;
  - iii. allow access to your meter;
  - iv. pay a Security Deposit; or
  - v. use Energy legally.
- c) If we plan to disconnect you, we'll let you know beforehand, unless the disconnection is for illegal use of Energy.

## 8.2 Your protections

We'll observe all the protections for disconnection you have under the Law, for example if:

- a) you are in hardship;
- b) you've raised a relevant complaint with us which is unresolved;
- c) you've an outstanding application for a concession;
- d) there is an ongoing extreme weather event; or
- e) there is life support equipment at your Premises.

## 8.3 Reconnection

If we arrange to disconnect you and, within 10 Business Days, you resolve the disconnection matter and pay any charge for reconnection, we will arrange to have your Premises reconnected.

## 9 – ENDING THE AGREEMENT

### 9.1 How we can end the Agreement

We may end this Agreement by giving you 20 Business Days' notice.

### 9.2 How you can end this Agreement

You can end this Agreement by:

- a) transferring your Energy supply for your Premises to another retailer (the Agreement ends when the transfer is completed);
- b) entering into a new Agreement with us and we start selling you Energy at your Premises under that new Agreement;
- c) requesting us to disconnect your Premises in which case the Agreement will end 10 Business Days after disconnection;
- d) moving out of your Premises (see below).

### 9.3 What happens when you move

- a) If you're moving out of your Premises, you'll need to give us at least 3 Business Days' notice.
- b) You'll need to give us the date you're moving out, as well as the address where we can send your final bill.
- c) We'll do what we can to have your meter read on the date you tell us, or as soon as possible after that date if there are difficulties accessing your meter.
- d) The Agreement will end once you've moved out and you've had a final meter read for your Premises. You'll have to pay your final bill which will cover the period up until when we've read your meter.

**9.4** If you don't tell us that you're moving out, the Agreement will continue after you've moved out. You'll have to pay for Energy supplied to your Premises even if someone else is using it.

### 9.5 How this Agreement can end automatically

The Agreement ends automatically:

- a) if we start selling Energy at your Premises to another customer;
- b) if another retailer starts selling Energy at

your Premises;

- c) 10 Business Days after we have disconnected you and you have no right to be reconnected; or
- d) if we're no longer entitled to sell Energy due to a RoLR Event.

## 9.6 What happens when your Agreement ends

- a) If the Agreement ends and you continue to take supply from us, we'll continue to sell you Energy either (at our election) on the terms of this Agreement (without any Energy Plan benefits) or on our Standing Offer, until you enter into a new agreement with us or transfer to another retailer.
- b) The provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges will survive this Agreement ending.

## 10 – YOU CEASING TO BE A SMALL CUSTOMER

### 10.1 Let us know of changes

Your Distributor determines whether you're a Small Customer and we determine whether you're a Residential Customer or Business Customer. You must tell us as soon as possible if:

- a) the amount of Energy you use at your Premises changes significantly, because you may no longer be classified as a Small Customer (see clause 10.2 for more information);
- b) you're a Residential Customer and you cease to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our business offers); or
- c) you're a Business Customer and you start to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need you change to one of our residential offers).

### 10.2 New arrangements

If you're no longer a Small Customer at your Premises then:

- a) we can charge you for the Energy supplied to your Premises at the Charges we consider are reasonably necessary to recover from you all costs we incur in connection with selling you that Energy plus the same margin we recover from similar Customers;
- b) we may notify you that, if you don't enter into an alternative arrangement with us within 20 Business Days of our notice, we may have your Premises disconnected; and
- c) we are then entitled to have your Premises disconnected and you will have no right of reconnection.

## 11 – INFORMATION AND PRIVACY

### 11.1 Your details

You must make sure your information is correctly set out in your Details and let us know of any changes.

## 11.2 Your historical billing information

We'll give you information about your billing history for the previous 2 years free of charge if you request it. We may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

### 11.3 Life support

You must let us know if there is life support equipment in use at your Premises. You'll need to give us written confirmation from a registered medical practitioner that the equipment is required. We'll pass this information on to your Distributor and give you the emergency telephone contact number for your Distributor.

### 11.4 Privacy

We'll handle your personal and credit information in accordance with applicable privacy Law and our privacy policy.

### 11.5 Marketing

From time to time, we and our Related Bodies Corporate may let you know about other products and services, even after this Agreement ends. If at any time you don't want to receive these offers, let us know.

## 12 – CUSTOMER SERVICE AND COMPLAINTS

If you have an enquiry, complaint or dispute, please contact us. We'll handle your complaint in accordance with our standard complaints and dispute resolution procedures, which you can find on our website. We're also happy to send you a copy if you ask. We'll let you know of the outcome and if you're not satisfied with the outcome you can take the matter to the Ombudsman.

## 13 – LIABILITY

### 13.1 General liability

Without limiting clause 13.5 and subject to Law:

- a) neither of us are liable to the other for Excluded Loss;
- b) we're not liable to you for any loss or damage in connection with any act or omission of the Distributor or Meter Service Provider;
- c) you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with any act or omission by you to the extent we've indemnified the Distributor or Meter Service Provider for that liability.

### 13.2 You're responsible within your Premises

You're responsible for how electricity is used on your side of the Supply Point and for how gas is used on your Premises.

### 13.3 Uncontrollable events

If an event outside our control occurs and we can't meet an obligation we have under the Agreement, other than any obligation to pay money, then that obligation is suspended. You are entitled to the same relief. We'll promptly

let you know of any uncontrollable event which affects us and use our best efforts to overcome its effects, as you must do if you are affected.

### 13.4 Obligations if you are not an owner

If you can't meet an obligation under the Agreement because you do not own your Premises, you must use your best efforts to ensure that the owner meets that obligation.

### 13.5 Non-exclusion

The Agreement does not affect any limitation of liability or immunity we have under the Law.

## 14 – FEED-IN TARIFFS

**14.1** If you have a solar photovoltaic (PV) system installed at your Premises and an electricity Agreement with us, we may pay you a feed-in tariff for any excess electricity your system generates and exports to the electricity grid. Your initial feed-in tariff(s) will be included in the Details.

**14.2** There are two types of feed-in tariffs:

- a) a voluntary feed-in tariff which we pay, which may be under an Energy Plan;
- b) a feed-in tariff that we're required to pay under Law.

**14.3** If we pay you a feed-in tariff (which may be one or both of the types in clause 14.2), you'll see the amount on your electricity bill.

**14.4** For feed-in tariffs payable under Law, we may vary the amount of your feed-in tariff, and let you know about the change, in accordance with Laws. We can stop providing you with the feed-in tariff, if you're no longer eligible for the feed-in tariff, the relevant feed-in tariff scheme ends or we're allowed to do so under Law.

**14.5** If we pay you a voluntary feed-in tariff under an Energy Plan, we can vary or end the feed-in tariff in accordance with your Energy Plan and this Agreement.

**14.6** If we pay you a voluntary feed-in tariff which isn't under an Energy Plan, we can vary or end the feed-in tariff at any time by notice to you in accordance with Laws.

**14.7** If we've overpaid you a feed-in tariff, we may recover from you the relevant amount on the same basis we may recover undercharged amounts under this Agreement. We'll deduct any overpaid feed-in tariff amount from any feed-in tariff amounts payable under your next bill(s).

**14.8** Title to the excess electricity that you export to the grid passes to us at the Supply Point.

**14.9** We can disconnect (or arrange for your Distributor to disconnect) your solar PV system if we're entitled to disconnect the Premises under the Agreement. You must co-operate and assist us (or your Distributor) in relation to any Disconnection.

**14.10** You agree that:

- a) it's your Distributor, not us, who connects your solar PV system to the Distribution Network and who will maintain that connection;

- b) your Distributor is responsible for taking the excess electricity that you export to the electricity grid;
- c) when the supply of Energy to your Premises is interrupted, so too will the supply of your excess electricity to the grid; and
- d) we're not liable to you in respect of any of these matters.

**14.11** You are responsible for all risks in respect of the control and use of the solar PV system and electricity on your side of the Supply Point.

**14.12** Additional terms that apply to your feed-in tariff are included in your Details.

## 15 – LEGAL MATTERS

### 15.1 Notices

- a) Unless the Law requires us to give notice in another way, we'll give you notice in writing. We may do so:
  - i. personally;
  - ii. by post, we'll consider you've received the notice 3 Business Days after we post it;
  - iii. by e-mail, we'll consider you've received the notice by e-mail the day after we send the e-mail;
  - iv. by fax, we'll consider you've received the notice when our fax machine produces a report stating that the fax was sent in full; or
  - v. by a message on your bill.
- b) We may also send you an e-mail, SMS or other electronic communication letting you know that we're making a change or notifying you about something and where you can find more details (e.g. our website).
- c) If you don't choose an address for notices or we can't contact you at an address, we may send you a notice to the Premises and you'll be deemed to have received it.

### 15.2 Governing Law

The Laws of the State or Territory in which your Premises are located govern the Agreement.

### 15.3 Varying the Agreement

We can vary this Agreement if:

- a) i) we give you 20 Business Days' notice of the variation; and
  - ii) you accept the change by not ending the Agreement during that notice period.
- b) We may also vary the Agreement by giving you notice if we need to because the Laws change.

### 15.4 Transferring the Agreement

You can't assign, transfer or novate the Agreement without our prior written consent. Subject to Law we may transfer, novate or assign this Agreement to any third party, any of our Related Bodies Corporate or as part of any transfer of a substantial number of our customers to a third party. We'll let you know if we do this.

### 15.5 Meaning of terms

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any

successor body that administers the wholesale Energy markets.

**Agreement** means the terms and conditions in this document, the Details, Energy Plan (if any) our privacy policy, direct debit terms (if you set up direct debit), disclosure statement, and any other terms you've agreed to with us.

**Business Customer** means a customer who is not a Residential Customer.

**Business Day** means a day that is not a:

- a) Saturday or a Sunday; or
- b) public holiday in the capital city in the State or Territory of your Premises.

**Charges** means the charges and fees payable by you under the Agreement.

**Customer** means a person:

- a) to whom Energy is sold for Premises by a retailer; or
- b) who proposes to purchase Energy for Premises from a retailer.

**Details** means the document entitled Details provided to you with these terms.

**Distribution Network** means your Distributor's distribution network or, if your Premises are within an embedded network, either or both of your Distributor's distribution network and the embedded network as required by the context.

**Distributor** means the distributor that is authorised or licensed to supply distribution services through the Distribution Network to which to your Premises are connected or, if your Premises are within an embedded network, either or both of that distributor and the embedded network operator as required by the context.

**Due Date** means the date set out in your bill by which you must pay your bill by, or such other date we agree with you.

**Energy** means either electricity or gas.

**Energy Plan** means the terms on which you receive any discount, credit or benefit as set out in your Details.

**Excluded Loss** means:

- a) loss of profit, revenue, or anticipated savings;
- b) financing costs;
- c) loss of access to markets;
- d) damage to credit rating or goodwill;
- e) loss of opportunity;
- f) special, incidental or punitive damages; or
- g) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in relation to this Agreement, and regardless of the basis of the claim (including negligence).

**GST** means goods and services tax.

**Insolvent** means having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company, or you or your parent company

making or publically announcing an application for a scheme of arrangement to avoid an insolvent liquidation, or committing an act of bankruptcy or entering into any assignment, arrangement or composition with creditors.

**Law** means any law, regulation, codes, procedures and other statutory instruments.

**Meter Service Provider** means any person who provides services, or co-ordinates services, on our behalf, or your Distributor's behalf, in connection with:

- a) the meter (including reading, installing, inspecting, altering or replacing it);
- b) meter data (including processing it and providing it to us and anyone else who may need it in relation to supplying you Energy); or
- c) your Energy supply (such as reconnection or disconnection).

**Ombudsman** means the Energy Ombudsman in the State in which your Premises are located.

**Premises** means the premises stated in your Details and, if there is more than one such premises and as required by the context, all of them together or each of them separately.

**Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).

**Residential Customer** means a Customer who purchases Energy principally for personal, household or domestic use at their Premises.

**RoLR Event** means an event that triggers the operation of a Retailer of Last Resort scheme under the Law.

**Security Deposit** means an amount of money paid or payable as a security against non-payment of a bill.

**Small Customer** means a customer:

- a) who is a Residential Customer; or
- b) who is a Business Customer consuming Energy at business Premises below the relevant upper consumption level under the Law.

**Standing Offer** means a standard retail contract whose terms and conditions are set under Law.

**Supply Point** means the point at which your Distributor's Distribution Network connects to the Energy installation at your Premises.

**Supply Start Date** means the date we start selling you energy.

## 1.2 Interpretation

- a) We, us or our refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237.
- b) You or your refers to the person named in the Details as Customer or, if more than one person is named, to each of those persons separately and all of them jointly.
- c) A reference to:
  - i. the singular includes the plural and vice versa;

- ii. headings are for convenience only and do not effect the interpretation of the Agreement;
- iii. a document includes any variation or replacement of it; and
- iv. costs we incur include our internal costs.

d) The word includes is not a word of limitation. If an example is given of any thing, the scope is not limited to the example.

## 1.3 Inconsistencies

- a) If these terms are different to or inconsistent with the Details, the latter prevails.
- b) If the Agreement and the Law are inconsistent, the Agreement prevails to the extent of the inconsistency unless the Law provides that it must prevail.

## 1.4 Further terms required by the Law

If any matter that is required by the Law to be included in the Agreement is not expressly dealt with in the Agreement, that matter is incorporated as a further term of the Agreement.

# 16 – PRIVACY & CREDIT INFORMATION MANAGEMENT POLICY

## Introduction

IPower Pty Ltd (ACN 111 267 228) and IPower 2 Pty Ltd (ABN 24 070 374 293), trading as Simply Energy ABN 67 269 241 237 ("Simply Energy"), Simply Energy Solutions Pty Ltd (ABN 165 627 396) and their related bodies corporate (referred to throughout this policy as "we", "our" and "us" unless expressly stated otherwise, except in relation to the Credit Reporting Policy set out below where "we", "our" and "us" refer only to Simply Energy) provide renewable and non-renewable energy, energy efficiency products and services, and other related products and services.

We respect the importance of protecting personal information and we are committed to complying with the Privacy Act 1988 (Cth) ("Privacy Act"), Credit Reporting Privacy Code and any applicable privacy laws and regulations (together the "Privacy Laws").

This policy sets out the manner in which we collect, use, disclose and manage personal information. By purchasing our products and services or entering into a contract with us, you are taken to have read and agreed to the collection, use, disclosure and management of your personal information in accordance with this policy and the Privacy Laws. We may amend this policy from time to time, and we recommend that you review this policy periodically to ensure that you are updated on any changes. This policy was last updated in March 2019.

## Privacy policy

Our Privacy Policy explains how we collect and manage your personal information. This policy is regulated by the Privacy Laws.

## What personal information do we collect?

We may collect personal information about

you including your name, address, date of birth, phone number, email, occupation and other information you provide. We may also collect personal information to enable us to verify your identification, including information from your driver's licence, passport, and health care and concession cards.

Generally, we do not collect sensitive information about you, such as details of your race, political beliefs, religion or health. However, you may wish to provide us with health information, for example if you have special energy requirements or may be entitled to health-related rebates. We will obtain your consent before collecting, using or disclosing your sensitive information, unless required by law to do otherwise.

We may also collect non-personal information about you including data relating to your activities on our website (which includes desktop, mobile, tablet and apps) via tracking technologies such as cookies, web beacons and measurement software, or data relating to your energy usage and purchase history.

You acknowledge that the personal information you provide to us is your own information, or information for which you have been authorised to provide to us.

## How do we collect your personal information?

We may collect personal information about you from a range of sources including:

- directly contacting us or our service providers for any reason including inquiring about or purchasing our products and services, requesting further information, seeking assistance, or reporting a problem with your account or our website;
- entering into a contract with us for the provision of our products and services;
- using our products and services, and any credit provided by us in connection with those services (see our Credit Reporting Policy below for further detail);
- registering to use our website through an online account and logging in to use that account;
- subscribing to receive alerts and newsletters, participating in our promotions and competitions, and filling in forms and applications; and
- applying for an employment opportunity with us directly or through a nominated referee.

We may also collect your personal information through our related bodies corporate, our service providers and third parties (such as our data providers, other market participants or a market operator) so that we may provide you with better or more relevant products and services.

If you apply to us for credit, we may also obtain personal information about you from Credit Reporting Bodies ("CRBs"), other credit

providers, existing or previous suppliers of products and services, your bank and certain other businesses to assess your application (see our Credit Reporting Policy below for further detail).

We may record your telephone calls with us, including for training, service quality, verification and compliance purposes.

#### How do we use your personal information?

We use your personal information for the purpose of:

- providing you with the products and services you have requested from us;
- responding to your inquiries and requests for assistance;
- creating and maintaining your account, and ensuring you comply and adhere to our website Terms of Use;
- verifying your identity when you register for our website
- or products and services, log into our website, or contact
- us in relation to your account;
- providing you with personalised products and services,
- and content that you view and engage with on our website or the websites of our service providers and business partners;
- notifying you about changes to our products and services;
- combining your personal information with information that our related bodies corporate have collected from their service providers, third parties, cookies or web beacons in order to provide you with a better, more relevant and personalised experience and to improve the quality of its services;
- ensuring the content from our website is compatible, and presented in the most effective manner, with your computer;
- obtaining your feedback about our products, services
- or websites;
- complying with our legal and contractual obligations;
- assessing your application for credit in connection with our products and services (see our Credit Reporting Policy below for further detail); and
- disclosing your information to debt collection agencies to recover any amounts you owe us.

If all or part of this information is not provided, we may not be able to provide these services.

#### How do we disclose your personal information?

We may disclose personal information to our related bodies corporate and;

- our service providers so that they can provide on our behalf, or assist us in providing, our products and services, or provide you with products or services that

you have requested directly from them;

- third parties where you have requested information, services or products from them;
- if you apply to us for credit, to CRBs, other credit providers, existing or previous suppliers of goods or services, your bank and certain other businesses (see our Credit Reporting Policy below for further detail);
- relevant public, government or regulatory authorities, our legal representatives or other concerned parties in circumstances where we reasonably believe that disclosing your personal information is necessary to help identify, contact or bring legal action against anyone damaging, injuring, or interfering with our rights or property, users or anyone else who could be harmed by such activities; and
- where we are otherwise authorised or required by law to do so.

If you request information from any organisation through our website, you will need to check their privacy policy to find out how they manage your personal information. We are not responsible for the way these organisations collect, use, disclose or manage personal information you provide to them through our website.

#### Do we use and disclose your personal information for marketing purposes?

We may use your personal information to provide you with information about offers, promotions, products or services, which we believe may be of interest to you. We may also share your information with our related bodies corporate, service providers and other third parties so that they can provide you with products or services on our behalf or to help us provide you with the requested products or services.

If we contact you for marketing purposes, we will give you the opportunity to request that your information not be used for further direct marketing by us in the future.

#### Do we disclose and store your personal information outside Australia?

We may store your personal information on servers located in Australia, as well as disclose and store your personal information to our outsourced data processors, with data centres in Australia, Asia, North America, Europe and Africa. When we disclose your information to our service providers located overseas, we take reasonable steps to ensure your personal information is treated in accordance with the standards that apply in Australia. When you provide us with your personal information, you consent to us storing your personal information outside of Australia for these purposes.

#### How do we safeguard your personal information?

We strive to ensure the security, integrity and privacy of personal information we collect.

We take reasonable steps to ensure the security of personal information held by us so as to protect your information from unauthorised access, use, modification, destruction or disclosure. Access to personal information is restricted to authorised employees, contractors, agents and service providers, who are obliged to respect the confidentiality of any personal information held by us. We periodically review and update our security measures in light of current technologies.

#### Use of cookies

We may use 'cookie' technology on our website. A cookie is a small message given to your web browser by our web server. The browser stores the message in a text file, and the message is then sent back to the server each time the browser requests a page from the server. A cookie does not give us any personal information about you.

We use cookies to measure usage sessions accurately, and to gain a clear picture of which areas of the sites attract traffic.

We also use cookies to improve the functionality of our website.

#### How can you access or correct your personal information and credit reporting information, or make a privacy complaint?

You have rights to ask for access to, or for correction of, personal information that we hold about you. For more information, please refer to our Credit Reporting Policy below.

#### Credit reporting policy

This policy explains how we manage your credit information and credit eligibility information, which is regulated by Part IIIA of the Privacy Act and the Credit Reporting Privacy Code.

Credit information is generally information that relates to credit that you have applied for (such as loans, hire purchase agreements or other deferred debts), and includes identification information, basic information about your credit account, information about the types of credit provided to you, details about information requests we make about you to CRBs, information about certain overdue payments and serious credit infringements, and any other information that can be collected by CRBs.

Credit eligibility information is information equivalent to the kinds of information listed directly above that we generally collect from CRBs. This information relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data we receive from a CRB.

#### What credit-related information do we collect?

We may collect credit information and credit eligibility information about you including your credit history, and information about

certain overdue payments and serious credit infringements (such as defaults and judgements).

We safeguard your credit information and credit eligibility information in the ways described in our Privacy Policy under the heading "How do we safeguard your personal information?"

#### How do we collect and hold your credit information and credit eligibility information?

We may use your credit information and credit eligibility information for the purpose of:

- processing credit-related applications and managing credit that we provide;
- assisting you to avoid defaults;
- collecting amounts you may owe us in relation to such credit, as well as dealing with serious credit infringements (for example, if you deliberately seek to evade your payment obligations);
- assigning our debts;
- participating in the credit reporting system; and
- dealing with complaints or regulatory matters relating
- to credit or credit reporting.

We may disclose your credit information and credit eligibility information in accordance with the purposes described directly above to:

- CRBs (ie if you fail to meet your payment obligations to us, or you commit a serious credit infringement, in relation to consumer credit for our products or services);
- other credit providers, existing or previous suppliers of goods or services, your bank and certain other businesses;
- any organisation involved in a corporate reorganisation with us or considering acquiring an interest in our assets or business;
- as required or authorised by law (ie to a law enforcement agency, a regulatory body or an industry ombudsman);
- any person or organisation for which you have given your consent.

When we disclose your information to CRBs, including information about you in connection with your applications for, or other dealings with us regarding, such products or services, these CRBs may include such information in the credit reporting information they disclose to other credit providers to assist them in assessing your credit worthiness.

We may also use and disclose your credit information and credit eligibility information in accordance with the circumstances described in our Privacy Policy under the headings "How do we use your personal information?" and "How do we disclose your personal information?"

#### Do we store and disclose your credit information and credit eligibility information outside of Australia?

Some of the people and entities to whom we may disclose your credit information or credit eligibility information are based outside Australia. For more information, please refer to the circumstances described in our Privacy Policy under the heading "Do we disclose and store your personal information outside Australia?"

#### Which credit reporting bodies do we disclose your credit information and credit eligibility information to?

We may disclose your credit information and credit eligibility information to the following CRBs:

**Equifax Pty Ltd**  
PO Box964

North Sydney NSW 2059  
Website: [www.Equifax.com.au](http://www.Equifax.com.au)

**Dun and Bradstreet (Australia) Pty Ltd**  
Telephone: 1300 734 806

Email: [PACAustral@dnb.com.au](mailto:PACAustral@dnb.com.au)  
Website: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

A CRB is required to have a policy which explains how they will manage your credit-related information. You can view the policy for each CRB that we deal with at the relevant links above.

#### How can you exclude your credit reporting information from pre-screening for direct marketing?

Some credit providers (for example, banks and finance companies) can ask CRBs to pre-screen their direct marketing offers for consumer credit by using credit reporting information. You have a right to ask a CRB to exclude your credit reporting information from such use. You should contact the relevant CRB directly to ask.

#### How can you take steps to protect your credit reporting information if you are the victim of fraud?

If you believe that you have been, or are likely to be, the victim of fraud (for example, if you think that someone is misusing your identity to apply for credit) you have a right to ask a CRB not to use or disclose your credit reporting information. You should contact the relevant CRB directly to ask. If you make such a request, a CRB will not disclose information about you for 21 days. You can request an extension to this period if you believe you are still, or still likely to be, a victim of fraud.

#### How can you access or correct your personal information and credit reporting information, or make a privacy complaint?

You have the right to ask for access to, or correction of, personal information and credit reporting information that we hold about you. However, we may limit your access if access would disclose personal information about another person, or where it would disclose commercially sensitive information. You also have the right to make a complaint if you believe that we have not complied with the

Privacy Laws in relation to your information.

To obtain access, correct your information, make a complaint or inquire about your rights, please contact us in writing using the contact details provided below. We will acknowledge any complaints in writing as soon as practicable, and respond to any complaints or inquiries within 30 days. We may need to consult with a CRB or another credit provider to do so. If we need more than 30 days to resolve your complaint, we will advise you of the reasons for the delay and ask for your consent to extend this day period.

#### For personal information related concerns:

**Attention: Privacy Officer**  
Email: [privacy@simplyenergy.com.au](mailto:privacy@simplyenergy.com.au)  
Phone: 13 88 08  
Address: PO Box 210, Balwyn VIC 3103

#### For credit related concerns:

**Attention: Privacy Officer**  
Email: [credit.privacy@simplyenergy.com.au](mailto:credit.privacy@simplyenergy.com.au)  
Phone: 1800 065 475  
Address: Collins Street West, VIC 8007

#### If you are unhappy with the resolution of a privacy complaint you can refer the matter to:

**Office of the Australian Information Commissioner Address:**  
GPO Box 5218  
Sydney NSW 2001  
Telephone: 1300 363 992  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Website: [www.oaic.gov.au](http://www.oaic.gov.au)

#### Do not call register

If you'd prefer not to receive any unsolicited phone calls, register your details with the Australian Communications and Media Authority. Of course, companies who have your consent to call you (which may include us), and some exempt organisations may still get in touch with you over the phone from time to time.

If you'd prefer not to hear from us about marketing, special offers or promotions, you can call us on 13 88 08 and we will add you to our Do Not Contact List. It is available to both our new and existing customers.