



Hot Water Management Terms & Conditions

These Terms and Conditions apply in relation to the hot water management solutions in addition to the obligations set out in the Agreement Terms, during the Access Benefit Period.

Definitions

All other words appearing in capital letters in these Terms and Conditions have the same meaning as when used in the Agreement Terms, unless defined below.

Access Credit means a monthly credit applied to Your account pursuant to the Details section.

Access Benefit Period means the two (2) year period you can receive the Access Credit in accordance with these Terms and Conditions.

Energy Management Solutions means the provision of the services provided by us to you in connection with your Hot Water System under these Terms and Conditions.

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).

Hot Water System means a hot water system approved by us and any associated hardware, software, internet connections, smart meter and other equipment required to receive the Access Credit.

Eligibility Criteria

The Access Credits are only available if you, at all times during the Access Benefit Period:

- are not a member of a virtual power plant trial, demonstration or product;
- are a South Australian residential customer who meets our creditworthiness and other eligibility criteria;
- have purchased an eligible Hot Water System for your Premises;
- have a remotely read interval meter ("Smart Meter") installed at your Premises and a Time of Use ("TOU") tariff where required;
- where you do not have a Smart Meter or TOU tariff at the start of the Access Benefit Period, you agree to have:
 - a) a smart meter installed at your Premises; and/or
 - b) your tariff changed to TOU;where required to enable the provision of Energy Management Solutions to you).
- have an available, continuous and reliable internet connection at your Premises to which your Hot Water System will be connected (and you do not have a Satellite NBN nor a 3G/4G internet connection);
- at our request provided the following information to us in the format we have advised to you:
 - » documents that show that you have purchased and installed an eligible Hot Water System (showing the necessary criteria are met) » a copy of the certificate of compliance for your Hot Water System; and

» any information about the Hot Water System reasonably required by us (including the serial numbers or other identification numbers);

- we have commenced reliable and continuous communication with your Hot Water System; and
 - own and live in your Premises.
- You must tell us if you no longer are a Small Customer, or if you otherwise no longer meet any or all of the Eligibility Criteria.

Access Benefit Period

Your Agreement (including these Terms and Conditions) starts from the date you accept our offer. Your Agreement and Energy Plan are ongoing with no fixed term. Your Agreement also includes a fixed term Access Benefit Period as set out in these Terms and Conditions, which starts:

for new customers on the day we start you selling Energy; or if you're an existing customer, after your cooling-off period has expired, and you have met all of the Eligibility Criteria.

Access Credit

We agree to pay you an Access Credit over the Access Benefit Period provided that:

our communication with your Hot Water System is reliable and continuous; you continue to comply with the Eligibility Criteria; and this Agreement has not ended.

The payment of the Access Credit will not start until the Access Benefit Period has started.

Your Access Credit has been calculated as a daily average ("Daily Rate") and will be credited to your account per calendar month on a pro-rated basis.

We may stop paying the Access Credit if a reliable communications connection to your Hot Water System is lost for 10 Business Days or longer. We will not start re-paying the Access Credit to you until communication is re-established.

How we can end these Terms and Conditions

We may end these Terms and Conditions early if:

- you're no longer a Small Customer;
- you've provided false or inaccurate information about your energy usage or your Hot Water System;
- you use energy supplied under this Agreement for any purposes that are (or that we might reasonably consider to be) illegal, fraudulent or contrary to any applicable Law or regulatory or administrative document;
- at any time during the Access Benefit Period, amounts on one or more bills that total \$300 or more have not been paid by the payment date and remain outstanding (we will give you notice before we do this); and
- you otherwise no longer meet any or all of the Eligibility Criteria.

If we end these Terms and Conditions early, your Agreement will continue without any Access Credits.

Additionally, these Terms and Conditions will automatically end if your Agreement has ended with us in accordance with the Agreement Terms (e.g. you move out of your Premises, switch to another retailer, disconnected and not reconnected etc.).

Customer Care: **13 88 08**

Fax: 13 88 58



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End of the Access Benefit Period

We'll let you know when your Access Benefit Period is coming to end where required by Law. When your Access Benefit Period ends, your Agreement will continue without any Access Credits and these Terms and Conditions will end.

Management and control of the Hot Water System

You agree:

- to us monitoring your Hot Water System in accordance with these Terms and Conditions;
- that at our reasonable discretion we may undertake the following for the purposes of providing more value to our customers (including you) only: » override the Hot Water System preferences regarding when your Hot Water System operates (e.g. when it is heating up water); or » override the Hot Water System preferences regarding the operating mode of the Hot Water System;
- that we may engage third party providers to do any of the activities described in these Terms and Conditions on our behalf (including without limitation, to operate, or assist to operate, the Hot Water System).

You acknowledge that if the manufacturer of your Hot Water System has restrictions on how the Hot Water System may be operated, we'll operate your Hot Water System in accordance to those restrictions provided that you or the manufacturer has drawn that to our attention. You agree, that if we draw electricity to your Hot Water System from the national electricity grid or your Distributor's Distribution Network that electricity will form part of your electricity usage for the purposes of the calculation of your Charges. The Hot Water System may use energy generated from your solar PV (photovoltaic) system for your hot water usage. You acknowledge that as a result, you may receive less solar feed in credits than you have previously

Your Obligations

Except as has been authorized in relation to this or related Agreements, you must not permit any third party to control your Hot Water System. During the Access Benefit Period, you must:

- ensure that your Hot Water System is properly functioning and connected to available, continuous and reliable internet connection (and does not include a Satellite NBN nor 3G/4G internet connection) all times;
- not interfere with or override in any way the activities described in these Terms and Conditions (including, without limitation, by using any third party software applications and tools to modify or alter any settings or features, or to select the operating mode, in connection with your Hot Water System);
- if we provide you with an instruction to ensure that your operation of the Hot Water System is in compliance with these Terms and Conditions, including to select the operating mode, promptly comply with our instruction;
- otherwise continue to meet the Eligibility Criteria; and
- promptly let us know if you need to repair, remove or modify any component of the Hot Water System or any associated equipment.

If any material is developed or created under these Terms and Conditions or in the course of providing the Energy Management Solutions to you, we will own all rights, including any intellectual property, in that material. You agree to assign your rights in such materials to us on their creation.

Limitation of Liability

Subject to applicable law, neither Party is liable to the other for any Excluded Loss.

This Agreement does not affect any limitation of liability or immunity either Party has under applicable law.

Maintenance of the Hot Water System

You agree to:

- take all reasonable steps, at your cost, to ensure that the Hot Water System is in good working order at all times and able to reliably and continuously communicate with us;

- maintain the Hot Water System in a safe condition and in accordance with the requirements of the relevant manufacturer;

- ensure that any work on the Hot Water System and equipment (to the extent required by Law), and any associated work at your Premises, is done by appropriately qualified electricians; and

- keep all vegetation, structures and vehicles at your Premises clear of the Hot Water System.

Specific Notice

Where practicable, you must give us 20 Business Days' notice if you are aware that you will cease to meet any of the Eligibility Criteria.

Data

You agree to make available to us or consent to us obtaining, information relating to your Hot Water System and any other information necessary for us to evaluate or perform the services described in these Terms and Conditions.

You acknowledge that the Energy Management Solutions may capture data that will be owned by, and transmitted to, us.

You agree:

- to this ownership and transmission;
- that we may use and share this data however we see fit, including for the purposes of disclosing it to any third party associated with the provision of Energy Management Solutions (including our related bodies corporate and any personnel of us and our related bodies corporate, your distributor and government agencies); and/or
- that we may use and transfer this data for the purposes of assessing virtual power plant use in the National Energy Market for power and ancillary services.

and that your agreement will continue to apply to any data received before or after the Access Benefit Period. You acknowledge that government agencies may make data available to the public in connection with any agreements or funding arrangements between us and our third parties, and we have no liability for that publication.

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