

REPOSIT POWER PTY LTD

END USER TERMS AND CONDITIONS V5.10

Reposit "No Bill" Product

Parties

Reposit Power Pty Ltd ACN 163 437 429 (**Reposit**) of Unit 17/2 Yallourn Street, Fyshwick ACT 2609.

The customer, whose details are set out in the Contract Details (referred to in this agreement as '**you**' or '**your**').

Application of Parts

- 1 Part A of this document sets out Reposit's terms and conditions of service, and apply to you on and from the Commencement Date (as defined in clause 1.1 of Part A).
- 2 Part B of this document sets out the terms and conditions for the sale and installation of the solar PV, storage battery, inverter(s), Reposit equipment and balance of system components (described in this document as either the **Solar and Battery System** or the **Product**).
- 3 If you accept the terms and conditions set out in both Part A and Part B of this document, then two separate agreements will come into effect between you and Reposit: one agreement for the provision of services to you by Reposit (Part A), and one governing your acquisition of the Product from Reposit and the installation of the Product by Reposit (Part B).
- 4 By purchasing the Product, signing this document, accessing Reposit's software applications, or using any of our services, you, or the entity that you represent, ("You, Your") are unconditionally agreeing to be bound by, and are becoming a party to, an agreement with Reposit (the **Agreement**).

PART A – TERMS AND CONDITIONS OF SERVICE

Background

- A. You have, or will have, energy generating capacity and the System installed at the Supply Address.
- B. Reposit has developed software which can be used in conjunction with the System to manage electricity consumption patterns, load and network voltage. These capabilities enable Reposit to offer you services, which may assist in reducing the volume and cost of electricity imported from the grid at the Supply Address.
- C. The software may also allow your System to deliver services to the relevant electricity market operator (such as AEMO), your Electricity Retailer and/or your Network Service Provider. This capability allows Reposit to offer you an arrangement under which Reposit will pay your electricity bills for the Supply Address (on the terms and conditions set out below).
- D. These terms and conditions of service, together with the Contract Details, form your service agreement with Reposit.

1. Defined terms & interpretation

1.1 Defined terms

AEMO means the Australian Energy Market Operator.

Agreement means Parts A and B of this document.

Baseline Bill, for a Retailer Billing Period in a year of the Term, means the amount of electricity consumed (in kWh) at the billing address under your then current Electricity Retailer Agreement for the equivalent billing period (i.e. at the same time of year) which fell during the 12 months immediately prior to the Commencement Date.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Canberra, Australia.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Calculated Baseline means a baseline electricity consumption calculated by Reposit for a Retailer Billing Period. A Calculated Baseline will only be used in the case that a Baseline Bill is not available for a Retail Billing Period, or there has been a change in electricity consumption at the premises which means the Baseline bill no longer provides an appropriate baseline for a Retail Billing Period.

CCA means the *Competition and Consumer Act 2010* (Cth).

Commencement Date means the date on which you agree to be bound by these terms and conditions of service and the Contract Details by indicating your acknowledgment and acceptance of the terms and conditions.

Contract Details means the customer details as completed by you as part of the online registration process, and which form part of your service agreement with Reposit.

Consumer API means Reposit's application programming interface, as provided to consumers.

Corporations Act means the *Corporations Act 2001* (Cth).

Customer Authorised Representative has the meaning given in the National Electricity Rules.

Derived Bill, for a Retailer Billing Period, means the amount that you would have been charged for that Retailer Billing Period under your Electricity Retailer Agreement based on the prevailing tariff structure and rates applying under your Electricity Retailer Agreement, had all of your Home Consumption been satisfied by electricity delivered to the Supply Address via the local electricity distribution network (as reasonably determined by Reposit using a method consistent with good industry practice).

Electricity Retailer means an entity which is licensed or authorised to sell you electricity at the Supply Address in accordance with applicable laws.

Electricity Retailer Agreement means the agreement between you and an Electricity Retailer for the sale (and/or purchase) of electricity delivered to the Supply Address via the local electricity distribution network.

End Date means 7 years after the Commencement Date.

Fair-Use Cap, for a Retailer Billing Period, means 120% of the Baseline Bill or Calculated Baseline for that Retailer Billing Period. In implementing the Fair Use Policy under this agreement, Reposit will alert you if it has used a Baseline Bill, or a Calculated Baseline.

Further Term has the meaning given in clause 2.2.

Home Consumption means the total quantity of electricity (and, if applicable, level of electricity demand) attributable to activity at your Supply Address, inclusive of both electricity delivered to the Supply Address via the local electricity distribution network and electricity utilised at the Supply Address via the Solar and Battery System (as reasonably determined by Reposit using a method consistent with good industry practice).

Initial Term has the meaning given in clause 2.1.

Insolvency Event means, in relation to a party:

- a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertakings of the party;
- b) the party suspends payment of its debts generally;
- c) the party is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act;
- d) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- e) if the party is an individual, the party becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth);
- f) an order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the party, or a resolution is passed for the winding up or dissolution of the party otherwise than for the purpose of an amalgamation or reconstruction which has the prior consent of all shareholders; or
- g) an administrator is appointed under the Corporations Act.

Market Ancillary Service has the meaning given to that term in the National Electricity Rules.

National Electricity Rules means the rules of that name made pursuant to the National Electricity Law (as set out in the Schedule to the *National Electricity (South Australia) Act 1996* (SA)) and as applied in the jurisdiction in which the Supply Address is located.

Network Service Provider means an entity which is licensed or authorised to provide electricity network services in relation to the Supply Address in accordance with applicable laws.

Offline Event has the meaning given in clause 11.1.

Permitted Purpose means any of the following purposes:

- a) enabling Reposit to carry out its obligations under this agreement;
- b) developing and improving the Reposit Services for you or for other customers;
- c) providing you and other Reposit customers with benchmarks, goals, leaderboards and similar information to help you and other customers understand your (and their) energy consumption and to improve your (and their) engagement with electricity use and supply;
- d) analysing your System, and the energy performance of your home, in order to make recommendations to you about upgrading, extending or replacing equipment;
- e) optimising the use of the System and maximising the financial benefits that can be derived from it;
- f) enabling Reposit to (or to facilitate an Electricity Retailer or other third party to) register to provide, provide, or seek approval in relation to the provision of, Market Ancillary Services to AEMO using the System; and
- g) such other purposes as Reposit, acting reasonably and in accordance with good industry practice, determines are appropriate in the circumstances, having regard to the nature of the System, the Reposit Services and the terms of this agreement.

Personal Information has the meaning given to that term by the *Privacy Act 1988* (Cth).

Privacy Laws means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles under that Act, and all other applicable laws, rules and regulations in Australia which relate to the privacy, protection, use or disclosure of personal information.

Product has the meaning given in paragraph 2 under 'Application of Parts' above.

Reposit Services has the meaning given in clause 3.1.

Reposit Software means Reposit's energy management software solution for the control and optimisation of, and management of related transactions with, your System.

Reposit System Activity has the meaning given in clause 14.1.

Retailer Billing Period means the billing period under the Electricity Retailer Agreement.

Service Commencement Date means the date on which all necessary activities have been undertaken by you, Reposit and any applicable third parties in order for Reposit to provide the Reposit Services to you, as determined by Reposit (acting reasonably) and notified to you.

Solar and Battery System has the meaning given in paragraph 2 under 'Application of Parts' above.

STC means a small-scale technology certificate as that term is defined in the *Renewable Energy (Electricity) Act 2000* (Cth).

Supply Address means the address in respect of which the Reposit Services are provided to you under this agreement, as described in the Contract Details.

System means the overall system which enables the Reposit Services to be received, and which is in place at the Supply Address, which may include the Solar and Battery System, the interface between the Reposit Software and the Solar and Battery System, and any other relevant hardware and software components, which may include appliances such as hot water systems, air conditioners, electric vehicles and pool pumps.

Term means the Initial Term and the Further Term (if applicable), unless this agreement is terminated in accordance with its terms before the end of the Initial Term or Further Term (as applicable), in which case the Term is the period from the start of the Initial Term to the effective date of termination.

Unexpected System Event has the meaning given in clause 14.1.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 1.2.2 a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- 1.2.3 a reference to this agreement is to these terms and conditions of service, together with the Contract Details;
- 1.2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 1.2.5 a reference to A\$, \$A, dollars or \$ is to Australian currency;
- 1.2.6 a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- 1.2.7 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 1.2.8 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.9 a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- 1.2.10 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.11 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- 1.2.12 if a day on or by which an obligation must be performed, or an event must occur, is not a Business Day, the obligation must be performed, or the event must occur, on or by the next Business Day.

2. Term

- 2.1 This agreement commences on the Commencement Date and, unless terminated early in accordance with its terms or extended in accordance with clause 2.2, ends on the End Date (**Initial Term**).
- 2.2 Prior to the End Date, the parties will have a good faith discussion with a view to extending this agreement for a further 12 months (**Further Term**) if both parties are satisfied (each acting reasonably) that the arrangement has been beneficial.

3. Reposit Services

- 3.1 From the Service Commencement Date, Reposit will provide you with the Reposit Software as a service via the Internet, for the purpose of:
- 3.1.1 assisting you to effectively manage your electricity consumption profile through the System; and
 - 3.1.2 facilitating Reposit's ability to implement the bill payment arrangements described in clause 5, (the **Reposit Services**).
- 3.2 Subject to you complying with your responsibilities under this agreement, Reposit will commence providing the Reposit Services as soon as is reasonably practicable after the Commencement Date.
- 3.3 Reposit may take such steps in relation to the System as it reasonably considers are necessary for the effective delivery of the Reposit Services or to enable financial benefits to be realised from the operation of the System, including:
- 3.3.1 entering into agreements with third parties which relate to the use and/or operation of the System;
 - 3.3.2 remotely accessing your System or Supply Address, or permitting a third party, including your Network Service Provider or your Electricity Retailer, to remotely access your System; and
 - 3.3.3 to the extent permitted by law, physically accessing your System or Supply Address, or permitting a third party, including your Network Service Provider or your Electricity Retailer, to physically access your System or Supply Address, where this is reasonably necessary, such as for the repair, replacement or updating of your System, or in the case of an emergency or safety threat.
- 3.4 Where physical access to your Supply Address is required, Reposit will give you at least 2 days' advance notice, except in the case of an emergency or safety threat, in which case Reposit will give you as much notice as is reasonably practicable in the circumstances. Any activities conducted in relation to your System will be undertaken by a suitably trained and qualified person. Reposit will also use reasonable endeavours to accommodate any requests you make in relation to obtaining physical access to your System or Supply Address.
- 3.5 Your Internet connection may be used by Reposit for the delivery of the Reposit Services if a reliable 4G connection is unavailable. If your home internet connection is used by Reposit for the delivery of the Reposit Services data usage will be approximately 500Mb per month, but may vary month-to-month.
- 3.6 Reposit:
- 3.6.1 may suspend the provision of the Reposit Services from time to time to allow maintenance to be carried out; and
 - 3.6.2 will use reasonable endeavours to advise you in advance of any such suspension, and to complete such maintenance and recommence the provision of the Reposit Services as soon as reasonably practicable.
- 3.7 You acknowledge and agree that Reposit may, or may allow your Electricity Retailer or another third party to:
- 3.7.1 use the System to provide Market Ancillary Services or other demand response services under the National Electricity Rules; and
 - 3.7.2 operate and/or control the System and the load from the Supply Address for this purpose.

4. Electricity Retail Agreement

- 4.1 You must ensure that, as at the Commencement Date, and at all times during the Term, you are party to an Electricity Retail Agreement in respect of the Supply Address.
- 4.2 You are not required to enter into an Electricity Retail Agreement with any particular Electricity Retailer, but you acknowledge that your choice of Electricity Retailer will affect your ability to ensure that you do not exceed the Fair Use Cap.

5. Bill payment arrangements

- 5.1 You are responsible for arranging with the Electricity Retailer for electricity bills for the Supply Address to be sent directly to Reposit at the email address provided by Reposit. Reposit's obligations under this clause 5 are conditional upon this having occurred.
- 5.2 Reposit will pay the Electricity Retailer, on your behalf and within the period specified by your retailer, amounts payable under the electricity bill(s) for the Supply Address which:
- 5.2.1 relate to periods falling within the Term; and
 - 5.2.2 are not periods during which a suspension for an Unexpected System Event is in effect under clause 14.
- 5.3 If an electricity bill for the Supply Address includes charges for both periods falling during the Term and periods not falling during the Term (e.g. because the Commencement Date or date of termination or expiry of this agreement falls part way through a Retailer Billing Period), Reposit will pay the Electricity Retailer on your behalf an amount to reflect the portion of the charges which relate to periods falling within the Term.
- 5.4 If your Derived Bill for a Retailer Billing Period exceeds the Fair-Use Cap on three or more occasions during the Term, Reposit may immediately terminate this agreement.

- 5.5 You are responsible for keeping Reposit promptly informed of any changes to your Electricity Retailer arrangement that may impact your electricity bills including if you transfer to a new Electricity Retailer, your existing Electricity Retailer Agreement expires or terminates, you enter into a new Electricity Retailer Agreement, or there is a change of plans, tariffs or rates under your Electricity Retailer Agreement.
- 5.6 You, and not Reposit, are responsible for ensuring that your electricity bill does not exceed the Fair-Use Cap for a Retailer Billing Period.
- 5.7 Reposit will notify you via your nominated email address and/or via text message to your nominated mobile phone number when your electricity bill for the quarter reaches 80% of the Fair-Use Cap.
- 5.8 You may request that Reposit provides you with an explanation of how it has calculated whether or not your Derived Bill has exceeded the Fair-use Cap for a Retailer Billing Period, and Reposit must provide you with such information as is reasonably necessary to allow you to understand and verify the calculation.
- 5.9 You acknowledge and agree that, in consideration of the benefits to be received by you under the terms of this agreement, Reposit or Reposit's nominated third party will be entitled to the benefit of any STCs or other similar renewable energy certificates which can be obtained in relation to the generation of electricity by the Solar and Battery System.
- 5.10 You will do all things reasonably requested by Reposit or by any party acting on behalf of Reposit to give effect to the intention described in clause 5.9, including by assigning the right to create STCs to Reposit and completing and signing any reasonably required documents for that purpose.

6. Your responsibilities

- 6.1 You acknowledge and agree that you are responsible for:
- 6.1.1 the establishment and maintenance of the connection of the Supply Address to the electricity distribution network, and the provision of electricity distribution services in respect of the Supply Address;
 - 6.1.2 your arrangement with an Electricity Retailer for the sale or purchase of electricity to and/or from the Supply Address; and
 - 6.1.3 the safety and security of your System.
- 6.2 You must promptly notify Reposit if you become aware of any issue relating to the System, the Supply Address, or the System's Internet or electricity network connection, which might affect Reposit's ability to provide you with the Reposit Services.
- 6.3 To the extent permitted by law, Reposit will not be in breach of this agreement for a failure to carry out its obligations under this agreement to the extent that Reposit's failure was caused by:
- 6.3.1 your failure, or the failure of any third party, to properly perform any of the activities described in this clause 6;
 - 6.3.2 any other breach by you of this agreement; or
 - 6.3.3 the occurrence of an Unexpected System Event.

7. Consumer API

- 7.1 If Reposit provides you with access to the Consumer API in connection with this agreement, you acknowledge and agree that:
- 7.1.1 the Consumer API is owned by Reposit and licensed to you on a non-exclusive, non-assignable, revocable, non-transferable and non-sub licensable basis for the purpose of you accessing your data;
 - 7.1.2 Reposit:
 - (a) may, at any time and in its discretion, change, suspend, or discontinue the availability of the Consumer API, or restrict your access to all or part of the Consumer API;
 - (b) may elect, but is not required, to provide upgrades, updates or modifications to, or support in relation to, the Consumer API;
 - (c) may charge you fees for your access to the Consumer API;
 - (d) does not guarantee that the Consumer API is free of inaccuracies, errors, bugs or interruptions, or that it is reliable, accurate, complete or otherwise valid; and
 - (e) may monitor or audit your access to, use of, and activities relating to, the Consumer API to ensure that you are complying with this clause 7;
 - 7.1.3 you must:
 - (a) not sell the Consumer API, or services, information, data or software associated with, or derived from, the Consumer API;
 - (b) not modify, adapt, translate, derive, decompile, reverse engineer, disassemble or derive source code from the Consumer API (except to the extent that you are expressly permitted to do so by law or with Reposit's prior written consent);
 - (c) not use the Consumer API in a way that overloads, or could damage or disable Reposit's services, or in a manner that interferes with the use and enjoyment of Reposit services by any other person;

- (d) not use the Consumer API, or any information, data or software obtained or derived from the Consumer API:
 - (i) to replicate or compete with core products or services offered by Reposit; or
 - (ii) in a manner that disparages Reposit or its products or services, infringes any of Reposit's intellectual property or other rights, or violates any applicable law;
- (e) not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any of Reposit's systems or data;
- (f) not share access keys, unique log-ins, or other security devices which are used to access or use the Consumer API with any third parties; and
- (g) immediately cease accessing the Consumer API on and from the date of termination of this agreement.

8. Warranties

8.1 Reposit warrants that:

- 8.1.1 it has the authority, and so far as it is aware, any necessary licences and intellectual property rights, to perform its obligations under this agreement;
- 8.1.2 it will provide the Reposit Services with due care and skill; and
- 8.1.3 the Reposit Services will be fit for the intended purpose.

8.2 You warrant that:

- 8.2.1 you have sufficient authority to enter into this agreement in relation to the Supply Address and the System at the Supply Address, including the authority to consent to Reposit pursuing opportunities to help enable financial benefits to be realised from the operation of the System; and
- 8.2.2 the System is, and will continue to be, installed and operated in the manner required to enable Reposit to:
 - (a) provide you with the Reposit Services; and
 - (b) carry on the activities described in clause 3.7.

8.3 Reposit does not make any other express or implied warranties, except to the extent that a warranty applies under the CCA or another law and cannot be excluded by agreement.

8.4 Where it is not possible to exclude a condition, warranty or right implied or given in respect of this agreement by the CCA or another law, Reposit's liability for any breach of such an implied condition, warranty or right will (to the extent permitted by law) be limited at Reposit's option to the re-supply of the applicable services or the payment of the cost of having the services re-supplied.

9. Intellectual Property

- 9.1 The Reposit Software and any systems that are used by Reposit to provide you with the Reposit Services, are owned by Reposit, and all intellectual property rights in the Reposit Software and those systems will remain with Reposit.
- 9.2 Reposit grants you a non-exclusive, non-transferable licence to use any Reposit intellectual property that is necessary for the sole purpose of enabling you to receive the Reposit Services during the Term.

10. Data and Privacy

10.1 Reposit acknowledges and agrees that it does not own any data:

- 10.1.1 relating to you, your energy generation or consumption, or energy or power flows or characteristics at your Supply Address; or
- 10.1.2 which is otherwise captured by the System at the Supply Address and which is accessed through Reposit Services, **(Your Data)**, and that to the extent that it has been downloaded or recorded by you during the Term, any such data may be retained by you.

10.2 Upon accepting these terms and conditions, you appoint Reposit as your Customer Authorised Representative to enable Reposit to request, receive and access metering data and other relevant data (including from your Electricity Retailer) as contemplated by Chapter 7 of the National Electricity Rules.

10.3 You acknowledge and agree that:

- 10.3.1 to provide you with the Reposit Services, Reposit may need to collect, store, use, disclose or otherwise handle Your Data and Personal Information during the Term and any subsequent Reposit Connection Period;
- 10.3.2 Reposit may collect, store, use, disclose or otherwise handle Personal Information or other data in accordance with its privacy policy which is available on the Reposit website (as updated from time to time);
- 10.3.3 provided it is disclosed for a Permitted Purpose and subject to law, Reposit may disclose such Personal Information or Your Data to the following third parties:

- (a) AEMO;
 - (b) the Australian Renewable Energy Agency;
 - (c) your Network Service Provider;
 - (d) your Electricity Retailer;
 - (e) a provider of Market Ancillary Services or demand response services relating to your System or Supply Address;
 - (f) if your System has been supplied as part of a research project or in conjunction with an incentive or subsidy, to third parties participating in or connected to that project, incentive or subsidy, who may include state or federal governments, universities, research organisations and/or equipment suppliers;
 - (g) the manufacturer or installer of your System or of other equipment connected to the System;
 - (h) community organisations, property developers or managers or other third parties with whom you have elected to form a relationship in relation to your System; and
 - (i) if Reposit considers, acting reasonably, that disclosure to another third party will improve the Reposit Services that can be delivered to you, or the benefits that can be realised by you in connection with your System, that third party; and
- 10.3.4 subject to law, Reposit may continue to use and handle such Personal Information and other data which has been collected during the Term (or during any subsequent Reposit Connection Period) after the expiry of that period including, but not limited to, for research and development purposes.
- 10.4 Reposit will comply with Privacy Laws which apply to the use of Your Data and the disclosure of Your Data to third parties in relation to the use, handling and disclosure of your Personal Information and other data collected by it in connection with this agreement.
- 10.5 You acknowledge that Reposit's use and disclosure of any data or Personal Information pursuant to this clause 10 is not a breach of Reposit's confidentiality obligations under clause 16.
- 11. Offline Events**
- 11.1 Each of the following is an 'Offline Event':
- 11.1.1 the disconnection of the System from the electricity network and/or the Internet (whether this is due to a failure of the Internet connection at the Supply Address or otherwise);
 - 11.1.2 any failure of third party equipment which forms part of, or is connected to, the System, including any event that causes:
 - (a) your energy generating facility to be incapable of generating electricity; or
 - (b) any energy storage system to be incapable of storing energy,
 in the ordinary manner; and
 - 11.1.3 any failure of communications channels which are required to properly operate the System and/or provide the Reposit Services (where such failure is not caused by Reposit).
- 11.2 You acknowledge that the occurrence of an Offline Event will adversely affect Reposit's ability to perform the Reposit Services and that Reposit is not liable for any failure to deliver services, or your inability to derive benefits from the operation of the System, where this is due to the occurrence of an Offline Event.
- 12. Termination and suspension**
- 12.1 You may terminate this agreement for any reason at any time by giving Reposit at least 30 days' advance notice in writing.
- 12.2 You may also immediately terminate this agreement upon written notice to Reposit if:
- 12.2.1 Reposit commits a material breach of this agreement and:
 - (a) the breach is incapable of remedy; or
 - (b) where the breach is capable of remedy:
 - (i) you have given Reposit a notice specifying the breach and requesting that it be remedied; and
 - (ii) Reposit has failed to remedy that breach within 20 Business Days of receiving the notice; or
 - 12.2.2 to the extent permitted under the Corporations Act, Reposit suffers an Insolvency Event.
- 12.3 Reposit will not require you to pay an exit fee if you terminate this agreement under clause 12.1 or 12.2.
- 12.4 Reposit may:
- 12.4.1 immediately terminate this agreement upon written notice to you if you commit a material breach of this agreement and:
 - (a) the breach is incapable of remedy; or

- (b) where the breach is capable of remedy:
 - (i) Reposit has given you a notice specifying the breach and requesting that it be remedied; and
 - (ii) you have failed to remedy that breach within 20 Business Days of receiving the notice;

12.4.2 to the extent permitted under the Corporations Act, immediately terminate this agreement if you suffer an Insolvency Event;

12.4.3 terminate this agreement upon 30 days' prior written notice to you if Reposit ceases to offer services of the kind that are provided to you under this agreement.

12.5 If your right to occupy the Supply Address will cease during the Term, you must promptly notify Reposit of this fact and the date on which you expect that your right to occupy the Supply Address will cease. You will take reasonable steps to inform the incoming owner or occupier of the Supply Address of the existing arrangements in relation to the System. Unless you and Reposit agree otherwise, this agreement will automatically terminate on the date on which your right to occupy the Supply Address ceases.

12.6 If any of the events described in clauses 12.4.1 or 12.4.2 occur in relation to you, Reposit may, as an alternative to termination, and without prejudice to those termination rights or its rights to any other available remedy, suspend provision of all or part of the Reposit Services and/or suspend its bill payment obligations under clause 5 until the default has been remedied to Reposit's reasonable satisfaction.

13. Effect of termination or suspension

13.1 If this agreement is terminated by Reposit pursuant to clause 12.4.3 or under clause 14.4.1, Reposit will take reasonable steps to enable you to operate any energy generating facilities and/or energy storage device, and any related hardware, which was installed at the Supply Address at the date of termination, in its native state once the Reposit Services cease.

13.2 Subject to clause 13.1, and without limiting clause 12.6, your right to receive the Reposit Services will end on the date on which this agreement is terminated.

13.3 The termination of this agreement, or a suspension of the Reposit Services under clause 12.6, shall not affect any right, power, obligation or remedy of a party to the extent that such right, power, obligation or remedy accrued prior to, or on, the date of termination or suspension (as applicable).

13.4 Any provision of this agreement which expressly or by implication is intended to come into, or continue, in force on or after termination of this agreement, including clauses 1, 1.1, 6.3, 7, 9.1, 10.1, 10.3 to 10.5 (inclusive), 13 to 15 (inclusive), 18.5 to 18.8 (inclusive) and 19, shall remain in full force and effect.

14. Unexpected System Events

14.1 In this agreement, **Unexpected System Event** means an event relating to the System which is outside Reposit's reasonable control and which materially affects Reposit's ability to deliver the Reposit Services and/or to carry out the activities in relation to the System described in clauses 3.3 and 3.7 (**Reposit System Activities**), including:

14.1.1 acts of God including earthquakes, floods, fires, explosion, landslides, lightning, storms, hurricanes, cyclones and other natural disasters;

14.1.2 epidemic, pandemic or quarantine;

14.1.3 damage to the System (other than ordinary wear and tear) that is caused by you or another third party whose actions are not reasonably within Reposit's control; and

14.1.4 accidental damage to the System which is not reasonably within Reposit's control.

14.2 If Reposit becomes aware, or has reasonable grounds to suspect, that an Unexpected System Event has or may have occurred, Reposit will notify you of this as soon as is reasonably practicable.

14.3 You and Reposit will cooperate, each acting in good faith, to seek to remedy or mitigate the impact of the Unexpected System Event on Reposit's ability to carry out the Reposit System Activities.

14.4 If the Unexpected System Event continues for more than eight weeks after the date on which Reposit notifies you of the Unexpected System Event under clause 14.2, Reposit may elect, by notice to you, to either:

14.4.1 terminate this agreement on no less than 10 Business Days' notice; or

14.4.2 suspend Reposit's obligation under clause 5.2 to pay the Electricity Retailer on your behalf for so long as the Unexpected System Event continues (or until this agreement is terminated under clause 14.4.1 or otherwise expires or terminates in accordance with its terms).

14.5 If an electricity bill for the Supply Address includes charges for both periods where a suspension is in place under clause 14.4.2 and periods where there is no suspension in place under clause 14.4.2, Reposit will pay the Electricity Retailer on your behalf an amount to reflect the portion of the charges which relate to periods which do not fall within the period of suspension.

15. Liability and indemnity

15.1 Reposit's liability in connection with this agreement, including in relation to the provision of the Reposit Services, your System, or the accuracy of any data or information created, provided or used by or on behalf of Reposit, is:

- 15.1.1 limited to losses directly incurred by you which are directly caused by Reposit's breach of this agreement, fraud or negligence; and
 - 15.1.2 capped at an overall maximum amount of \$50,000 (except in the case of fraud, illegality or deliberate breach of this agreement by Reposit, in which case the cap in this clause 15.1.2 does not apply),
unless the CCA or another law expressly requires a different remedy to be provided (and that requirement cannot be excluded by agreement), in which case, that different remedy will apply.
- 15.2 To the extent permitted by law, you indemnify Reposit and keep it indemnified for any losses incurred by, or third party claims made against, Reposit in connection with:
- 15.2.1 a breach by you of your obligations under this agreement;
 - 15.2.2 your fraud or negligence; or
 - 15.2.3 any personal injury or property damage arising from your actions or inactions, or the actions or inactions of a third party at the Supply Address other than a third party who Reposit permits to access the Supply Address under clause 3.3.3.

16. Confidentiality

- 16.1 Subject to clause 10, a party may only use confidential information of another party for the purposes of this agreement, and must keep the existence and the terms of this agreement, and any confidential information of the other party, confidential except where:
- 16.1.1 the information is public knowledge (but not because of a breach of this agreement) or the party has independently created or obtained the information;
 - 16.1.2 disclosure is required by law or a regulatory body (including a relevant stock exchange); or
 - 16.1.3 disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential.
- 16.2 In this clause 16, a reference to '**confidential information**' includes any information or data of, or relating to, Reposit or any third party that you access or obtain through the Consumer API.

17. GST

- 17.1 In this clause 17, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.
- 17.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 17.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- 17.3 If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 17.2.

18. Notices and Other Communications

- 18.1 Any notice or communication given to a party under this agreement must be in writing and sent in one of the following ways:
- 18.1.1 delivered or posted to the recipient at the address for notices specified in this agreement, as varied by any notice given by the recipient to the sender from time to time; or
 - 18.1.2 emailed to the recipient at:
 - (a) if you are the recipient, the email address specified in this agreement; or
 - (b) if Reposit is the recipient, gcadmin@repositpower.com,as varied by any notice given by the recipient to the sender from time to time.
- 18.2 Any notice or communication is to be treated as given at the following time:
- 18.2.1 if it is delivered by hand, when it is left at the recipient's address;
 - 18.2.2 if it is sent by post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
 - 18.2.3 if it is sent by email, one hour after it is sent by the sender, unless the sender receives a report of an error or delay in delivery,
- however, if any notice or communication is given:
- 18.2.4 on a day which is not a Business Day or after 5.00pm on a Business Day (in the place of the party to whom it is sent) it is to be treated as having been given at the beginning of the next Business Day; or
 - 18.2.5 before 9.00am on a Business Day (in the place of the party to whom it is sent), it is to be treated as having been given at the beginning of that Business Day.

19. Miscellaneous

- 19.1 This agreement may be varied and updated from time to time by Reposit at its discretion. Where these changes are material Reposit will provide you appropriate notice. Your continued use of the Product or services after the changes have been made will constitute Your acceptance of the changes. Please therefore make sure You read any such notice carefully.
- 19.2 Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.
- 19.3 A party may only assign this agreement, or a right under this agreement, with the prior written consent of the other party.
- 19.4 Each party must pay its own costs of negotiating, preparing and executing this agreement.
- 19.5 Any indemnity in this agreement is independent and survives termination of this agreement.
- 19.6 The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.
- 19.7 This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 19.8 A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement will continue in force.
- 19.9 A party does not waive a right, power or remedy if it fails to exercise, or delays in exercising, the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 19.10 Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

20. Governing law and jurisdiction

This agreement is governed by the law of the jurisdiction in which the Supply Address is located, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

PART B – TERMS AND CONDITIONS FOR THE SALE AND INSTALLATION OF REPOSIT GOODS

Reposit “No Bill” Product

1. Introduction

- 1.1 Reposit Power Pty Ltd, ACN 163 437 429, of Unit 17/2 Yallourn Street, Fyshwick in the Australian Capital Territory (Reposit) offers the Product, which enables Reposit to offer you the bill payment arrangements set out in Part A. These Payment Terms cover your purchase of the Product and services associated with its installation (Installation Services).
- 1.2 Your Agreement with Reposit includes these Payment Terms (Part B), our Privacy Policy (available from www.repositpower.com) and our End User Terms and Conditions (Part A).
- 1.3 This Agreement outlines the terms and conditions that apply to Your purchase and use of the Product and Installation Services. You acknowledge that You have read and understood the Agreement, accept the Agreement, and agree to be bound by it. If You do not agree with (or cannot comply with) the Agreement, then You should not proceed to purchase the Product.
- 1.4 Terms which are defined in Part A have the same meaning when used in this Part B.
- 1.5 In order to purchase the Product, you need to be 18 or older, or have your parent or guardian’s consent to the Agreement.
- 1.6 By proceeding with the purchase of the Product, You represent and warrant to Reposit and its installer that You are authorised to have the Product installed at the Supply Address (defined in clause 3.2 below), including having any necessary consents in relation to the installation of the Product.

2. Hierarchy

- 2.1. If there is any inconsistency between the documents which make up the Agreement, then the following will prevail in descending order of precedence:
 - 2.1.1. Part A of this document
 - 2.1.2. Part B of this document

3. Delivery and Installation

- 3.1. If You proceed with the purchase of the Product via Reposit, after payment of the Fees (covered in clause 5 of this Part B), You will receive a communication from Reposit confirming Your purchase.
- 3.2. Reposit will arrange for a suitably trained and qualified installer to contact You within 4 Business Days of Your purchase to arrange a mutually suitable time for installation with You at the location where the Product is to be installed (**Supply Address**).
- 3.3. You give consent to Reposit passing your personal information (such as name, address, phone number and system details) to installers for the purposes of this Agreement.
- 3.4. Both You and the installer will use best endeavours to enable installation to occur within 6 weeks of the time of Your purchase of the Product. However, Reposit does not guarantee the availability of the installer and from time to time installations will occur outside of the 6-week timeframe.
- 3.5. The installer will install and configure the Product at the Supply Address. The installer will ensure that the Product is supplied, delivered, installed, fully integrated, configured and properly interfaces with Reposit’s software.
- 3.6. The installer will complete commissioning tests of the Product, and on the successful completion of those tests, will advise Reposit that such tests have been successfully completed.
- 3.7. You will provide the installer with all reasonable assistance required by the installer to facilitate the installer’s delivery and installation of the Product, including ensuring that the Supply Address is accessible by the installer at the time that You arrange with them for the installation. Reposit and its installer will not be responsible for any costs associated with You not meeting the requirements of this clause.
- 3.8. You must promptly notify both Reposit and the nominated installer if You become aware of any issue affecting the installation of the Product at the Supply Address which might affect Reposit’s ability to meet its obligations under this Agreement.
- 3.9. Once the Product has been commissioned for You, Your installer will let Reposit know and Your use of the Product will be subject to Reposit’s Terms and Conditions of Service (Section A of this Agreement).
- 3.10. At the time the Product is commissioned at the Supply Address, it is delivered and title and risk of loss passes to You.

4. Third Party Services

- 4.1. Certain services may be provided by third parties that are not part the Product, including additional site electrical work on or around the product, e.g. switchboard upgrades, or general wiring upgrades or modifications to the site (**Third Party Services**).
- 4.2. These services may be provided by a third party that had no involvement in the delivery of the Product, and may occur at any point in time after the installation and commissioning of the Product.
- 4.3. In the case of Third Party Services, the third party will be considered the contracting party, not Reposit, and the third party will be the party responsible for providing the services to You. You will look solely to the third party for any loss, claims or damages arising from, or related to, the provision of such Third Party Services. You specifically release Reposit from any and all claims

arising from or relating to the purchase or provision of any such Third Parties Services and their impact on the operation of the Product.

- 4.4. Reposit disclaims any warranty relating to Third Party Services. Reposit accepts no liability for any claims arising out of any act or omission, including negligence, by Your third-party service provider; and any amounts associated with Third Party Services, including but not limited to taxes, will be collected solely in Reposit's capacity as an independent reseller of such services.

5. Payment Terms

- 5.1. All charges payable by You to Reposit for the Product and any services will be detailed in an invoice sent to You by Reposit at the time of purchase (**Fees**).
- 5.2. Reposit will not provide the Product or any services to You until you have paid the relevant Fees in full.
- 5.3. Payment of the Fees may be made by credit card (Visa/Mastercard), electronic funds transfer (**EFT**), or other method as accepted by Reposit.
- 5.4. If You elect to pay the Fees by credit card, upon registration of a credit card account, You give Reposit authorisation to debit that credit card for all Fees owed by You to Reposit.
- 5.5. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, goods and services, value-added, property and similar taxes, if any. You agree to pay such taxes, including in accordance with clause 17 of Part A unless You have provided Reposit with a valid exemption certificate. In the case of any withholding requirements, You will pay any required withholding Yourself and will not reduce the amount paid to Reposit on account of such withholding.

6. Warranty

- 6.1. Reposit provides a limited warranty that applies to the physical goods, workmanship, operation and performance of the Product. This limited warranty covers any defects in material, goods or workmanship, and poor operation under normal use during the warranty period.
- 6.2. During the warranty period Reposit will replace or repair, at no cost to you, goods or parts of goods that prove defective or underperform due to improper material, construction or workmanship, under normal use and maintenance. Reposit will use best efforts to conduct these replacements or repairs within a reasonable timeframe.
- 6.3. The warranty period is 10 years from the date of execution of this agreement.
- 6.4. This limited warranty does not cover Product defects or faults that are caused by:
- 6.4.1. Any event outlined in Clause 14 of Part A of this agreement.
 - 6.4.2. Any event outlined in Clause 4 of Part B of this agreement.
 - 6.4.3. Any other intentional or otherwise misuse of the Product by you, or your third party.

7. Returns and Refunds

- 7.1. Reposit will provide a full refund for the Product upon request by you within the cooling-off period in the following circumstances:
- 7.1.1. the final system design provided is significantly different to that quoted at the point of contract and has not been accepted by the consumer in writing;
 - 7.1.2. the site-specific full system design and performance estimate is provided to you and:
 - a) is not provided before the expiry of any cooling-off period; and
 - b) you do not consent to this information upon receiving it;
 - 7.1.3. the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within Reposit's control, and you do not consent to a revised time frame;
 - 7.1.4. Reposit acting on your behalf to obtain grid connection approval does not do so prior to installation, and you do not receive approval from the distributor to connect a system;
 - 7.1.5. extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by Reposit and you do not consent to these additional costs.
- 7.2. The cooling-off period is 30 calendar days from the execution date of the Product Terms and Conditions (this document).
- 7.2.1. To be eligible for a return, Your Product must be in good working order. damaged hardware will not be accepted, and no refund provided.
- 7.3. Your Product must be returned with the receipt or proof of purchase.
- 7.4. Once Reposit receives Your Product, it will inspect it and notify You that we have received Your returned Product. Reposit will notify You on the status of Your refund after inspecting the Product. Damaged Products will not be refunded.
- 7.5. If Your return is approved (in Reposit's absolute discretion), Reposit will initiate a refund to Your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on Your card issuer's policies.

7.6. You will be responsible for paying for Your own shipping costs and insurances associated with returning Your Product. Shipping costs are non-refundable.

7.7. If You fail to notify Reposit within the cooling off period that You are requesting a refund:

7.7.1. This clause 6 of Part B will not apply, and

7.7.2. You will bear the cost of returning the Product.

8. Handling of Small Scale Certificates (STC's)

8.1. In accordance with Clauses 5.9 and 5.10 of Part A of this Agreement, Reposit or Reposit's authorised representative will apply for and sell any relevant STC's in relation to the installation of the Product at your site. The sale of these STC's are to be paid directly to Reposit or Reposit's authorised representative.

8.2. Reposit will clearly reflect the amount of the STC's sold by Reposit or Reposit's authorised representative in respect of the Product on the quotation and final sum paid for the product by you to Reposit.

8.3. STC's claimed in relation to the Product are only sold by Reposit when you have accepted the Product offer. Reposit provides no guarantee on how long these STC's take to sell.

9. Connection of the Product to the Grid

9.1. In order to deliver the Product as outlined in this agreement, it is a requirement that:

9.1.1. You gain approval from your Distribution Network Service Provider (DNSP) to connect a solar PV system to the electricity grid ("grid connection approval"), and

9.1.2. The relevant grid connection paperwork is completed and submitted to the DNSP prior to the installation of the Product.

9.2. Upon you executing this Agreement, Reposit or Reposit's authorised representative will complete and submit the relevant grid connection paperwork in relation to the Product on your behalf.

9.3. If the grid connection approval is not given by the DNSP for whatever reason, you will be entitled to a full refund for the Product in accordance with Clause 7 of Part B of this agreement.

Reposit 'No Bill' Terms and Conditions Version 5.10 Acceptance

I agree to the terms and conditions outlined in this document

Signature

Full Name

Date