

REPOSIT POWER PTY LTD

Reposit "No Bill™" Service - V6.0

Parties

This Agreement is between:

- i. Reposit Power Pty Ltd ACN 163 437 429 (**Reposit**) of Unit 17/2 Yallourn Street, Fyshwick ACT 2609; and
- ii. the customer, whose details are set out in the Contract Details (referred to in this Agreement as '**you**' or '**your**').

Background

- A. Reposit offers eligible customers access to a No Bill™ System, which includes Solar and Battery Equipment (to be installed at the Supply Address) and the Reposit Software.
- B. The No Bill™ System allows Reposit to offer you an arrangement under which Reposit will pay your Electricity Bills in return for you allowing Reposit to operate and control the No Bill™ System to provide Electricity Services within the electricity market or to third parties (**Reposit No Bill™ Service**). The commitment by Reposit to pay your Electricity Bills is subject to a 'Fair-use Cap' which is further described in clause 10 below.
- C. This document sets out the terms and conditions on which Reposit will sell to you and install the Solar and Battery System at the Supply Address and provide you with the Reposit No Bill™ Service.

Agreement

If you accept the terms and conditions set out in this document, then the Agreement will come into effect between you and Reposit on the Commencement Date.

TERMS AND CONDITIONS

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

AEMO means the Australian Energy Market Operator.

Annual Fair-Use Cap means an annual amount of electricity expressed in kWh, as determined by Reposit and notified to you, that you may consume at the supply address for that year. The Annual Fair-Use Cap will be at least 120% of your Baseline Consumption or Calculated Baseline.

Agreement means the contract for installation of the Solar and Battery Equipment and provision of the Reposit No Bill™ Service and includes the No Bill™ contract, Terms and Conditions, attachments and any documents incorporated by reference.

Baseline Consumption, means the annual amount of electricity you consumed (in kWh) at the Supply Address under your then current Electricity Retailer Agreement 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.

Calculated Baseline means your annual baseline consumption of electricity as calculated by Reposit. A Calculated Baseline will only be used in the case that it is not possible to establish your Baseline Consumption (for example, because bills for your consumption at the Supply Address do not cover 12 months immediately prior to the Commencement Date).

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 by indicating your acknowledgment and acceptance of them.

Contract Details means the customer details as completed by you as part of the online registration process.

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

Consumer Data Right means the data sharing and portability initiative introduced by the Australian Government and administered by the Australian Competition and Consumer Commission.

Cooling-off Period means 30 calendar days from the Commencement Date.

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

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

DNSP has the meaning given in clause 3.2.

Electricity Bills Means the fixed and consumption charges that fall within the Term charged by the Electricity Retailer for the supply and consumption of electricity from the local electricity distribution network at the Supply Address. Electricity Bills do not include charges by the Electricity Retailer for any other services, such as electricity revenue meter upgrades.

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 (and or from) the Supply Address via the local electricity distribution network.

Electricity Services mean services Reposit may offer through operating or controlling your No Bill™ System (or allowing a third party to operate or control your No Bill™ System), which may include Market Ancillary Services, demand response services, network support services, reliability and emergency reserve trader services, small generation aggregation services or any other such services that may be defined by the National Electricity Rules.

End Date means 7 years after the Commencement Date.

Fair-Use Cap, means an annual amount of electricity, expressed in kWh that is at least 120% of the Baseline Consumption or Calculated Baseline, that you may consume at the supply address for that year. For a Monthly Billing Period, Reposit will calculate using either a seasonalisation profile, or the historical

consumption data from your supply address, an amount of electricity you may consume at the supply address for that monthly period. The total of the Monthly Billing periods throughout a year will be equal to the annual fair use cap for that year.

Final Installation Design means the final hardware specifications, layout and design for the installation of the Solar and Battery Equipment and other components of the No Bill™ System at the Supply Address.

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 Equipment (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.

Installer has the meaning given in clause 4.2(a).

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

Monthly Billing Period means a period of time during which consumption of electricity is charged for under an Electricity Retailer Agreement equal to one month, even if the Electricity Retailer issues electricity bills at less frequent intervals.

Monthly Fair-Use Cap means the amount of electricity expressed in kWh, as determined by Reposit and notified to you, that you may consume at the Supply Address during a particular Monthly Billing Period. Monthly Fair-Use Caps will be determined using seasonal profiles or historical consumption data from your Supply Address and the total of the Monthly Fair-Use Caps throughout a year will be equal to the Annual Fair Use Cap for that year.

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.

No Bill™ Quote means the digital form signed by you, including customer details, hardware details and the installation design at the Supply Address. Reposit may update your No Bill™ Quote subject to your approval prior to installation if the Final Installation Design changes significantly, as per clause 4.3(c).

No Bill™ System means the overall system which enables the Reposit No Bill™ Service to be provided to you, and which is in place at the Supply Address, which may include the Solar and Battery Equipment, the interface between the Reposit Software and the Solar and Battery Equipment, and any other relevant hardware and software components, which may include appliances such as hot water systems, air conditioners, electric vehicles and pool pumps.

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 No Bill™ Service 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 No Bill™ 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 No Bill™ 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 No Bill™ System; and
- g. such other purposes as Reposit, acting reasonably and in accordance with good industry practice, are appropriate in the circumstances, having regard to the nature of the No Bill™ System, the Reposit No Bill™ Service 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.

Reposit App means the software application that Reposit will provide you with the purpose of tracking your electricity consumption at the Supply Address and communicating with you from time-to-time.

Reposit Data Verification means testing carried out on the No Bill™ System to verify that the Reposit No Bill™ Service can be provided in the manner intended by this Agreement.

Reposit No Bill™ Service has the meaning given in paragraph B of the Background.

Reposit No Bill™ 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 No Bill™ Service to you, as determined by Reposit (acting reasonably) and notified to you.

Reposit Software means Reposit's energy management software solution for the control and optimisation of, and management of related transactions (including Electricity Services) with your No Bill™ System.

No Bill System has the meaning given in Clause 8.

Solar and Battery Equipment means the solar PV, storage battery, inverter(s), Reposit equipment and other related components supplied to you by Reposit, as described in your No Bill™ Quote.

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 at which the Solar and Battery Equipment is installed and the Reposit No Bill™ Service is provided to you under this Agreement, as described in the Contract Details.

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 12.1.

1.2 Warranty Period has the meaning given in clause 7.1.

Interpretation

In this Agreement, unless the context otherwise requires:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. 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;
- c. a reference to this Agreement is to these Terms and Conditions, together with the Contract Details and any attachments and documents incorporated by reference;
- d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e. a reference to A\$, \$A, dollars or \$ is to Australian currency;
- f. 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;
- g. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- h. 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;

- i. a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- j. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- k. 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
- l. 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 clause 18 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 (Further Term) if both parties are satisfied (each acting reasonably) that the arrangement has been beneficial.

2.3 Reposit's agreement to a Further Term may be conditional on Reposit offering you, and you accepting, a replacement of your Solar and Battery Equipment or any component of it, for a charge to be determined by Reposit (acting reasonably) and notified to you.

3. Relationship of the parties

- 3.1 You acknowledge and authorise Reposit to interact and communicate with your Electricity Retailer on your behalf as reasonably required for the purpose of providing the Reposit No Bill™ Service to you, including providing your Electricity Retailer with Reposit's contact details and to facilitate the provision of Electricity Retailer bills and other related information relating to the Supply Address to be provided to Reposit.
- 3.2 You acknowledge and authorise Reposit to interact with your Distribution Network Service Provider (DNSP) on your behalf, as reasonably required for the purpose of seeking to obtain approval to connect the Solar and Battery Equipment to the grid (grid connection approval).
- 3.3 Reposit acknowledges your Electricity Retailer Agreement remains between you and your Electricity Retailer and nothing in this Agreement prevents you from choosing to cancel your Electricity Retailer Agreement or change your electricity retail plan, including the right to cancel the Electricity Retailer Agreement or change plans.
- 3.4 Reposit may partner with and recommend certain Electricity Retailers or retail plans to you under the No Bill™ product. Subject to Clause 3.3, you acknowledge you will undertake best efforts to switch to the Electricity Retailer or retail plan recommended to you by Reposit from time-to-time.
- 3.5 Reposit may communicate with you from time-to-time through the Reposit App, via SMS and or email, including to provide notifications about your Home Consumption, Fair Use Cap, or other information related to the No Bill™ product.

- 3.6 You agree that you will notify Reposit of any changes to or cancellations of your Electricity Retailer Agreement, in accordance with clause 10.3.

4 Solar and Battery Equipment

4.1 Approval for connection to the grid

- a. Upon executing this Agreement, Reposit or Reposit's authorised representative will complete and submit on your behalf relevant grid connection paperwork to your DNSP to seek approval to connect the Solar and Battery Equipment to the grid.
- b. Delivery and installation of the Solar and Battery Equipment is conditional upon:
 - (i) obtaining approval from your DNSP to connect the Solar and Battery Equipment to the electricity grid; and
 - (ii) no limit being imposed on exports from the Solar and Battery Equipment to the electricity Grid which would materially affect Reposit's ability to deliver the No Bill™ service in the manner ordinarily contemplated as part of Reposit's standard No Bill™ product offering.
- c. If the conditions in clause 4.1(b) are not met, you will be entitled to a full refund for any amounts paid to Reposit for the Solar and Battery Equipment in accordance with clause 6.2(d).

4.2 Timeframe for delivery and installation

- a. After approval for connection to the grid is obtained in accordance with clause 4.1, Reposit will contact you to arrange a mutually suitable time for an appropriately trained and qualified installer (**Installer**) to deliver and install the Solar and Battery Equipment at the Supply Address.
- b. You give consent to Reposit passing your Personal Information (such as name, address, phone number and system details) to the Installer for the purposes of delivery and installation.
- c. You and Reposit both agree to use best endeavours to organise a delivery and installation date with Reposit as soon as possible after you pay the deposit under clause 5.2(a).

4.3 Final Installation Design

- a. Reposit will provide you with the Final Installation Design before the installation of the Solar and Battery Equipment at the Supply Address.
- b. In some instances, minor changes to the Final System Design will be necessary during installation. These changes will be made by the installer on the day of install where they do not impact the performance or capacity of your system.
- c. Where the Final Installation Design is significantly different to the information in the No Bill™ Quote:
 - (i) Reposit may provide you with an updated No Bill™ Quote for your approval, including any changes to the hardware, installation design and any changes to Fees;
 - (ii) if you do not agree to the Final Installation Design:
 - a. you must notify Reposit; and
 - b. this Agreement will terminate upon Reposit receiving your notice; and
 - c. you may request a refund for any deposit paid, in accordance with clause 6.2(b).

4.4 Installation of Solar and Battery Equipment

- a. Delivery and installation of the Solar and Battery Equipment is conditional upon Reposit's access to a suitably qualified, trained and competent installer.
- b. If the conditions in clause 4.4(a) are not met, you will be entitled to a full refund for any amounts paid to Reposit for the Battery Equipment in accordance with clause 6.2(d) and this contract for sale terminated as per Clause 17.4.
- c. During installation, Reposit will use best endeavours to arrange for the Installer to:
 - (i) ensure that the Solar and Battery Equipment is supplied, delivered, installed, fully integrated, configured and properly interfaces with the Reposit Software; and
 - (ii) complete Reposit Data Verification tests, and on the successful completion of those tests, will advise Reposit that such tests have been successfully completed.
- d. You agree to:
 - (i) provide the Installer with all reasonable assistance required to facilitate the Installer's delivery and installation of the Solar and Battery Equipment, including ensuring that the Supply Address is accessible at the time of installation; and
 - (ii) promptly notify both Reposit and the Installer if you become aware of any issue affecting the installation of the Solar and Battery Equipment at the Supply Address; and
 - (iii) ensure the roof and underlying building structure that the system will be installed upon is structurally sound and can accommodate the installation; and
 - (iv) If the roof is tiled, provide the installers with adequate spare roofing tiles if required.
- e. We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:
 - (i) any effect the installation of the System has on any roof manufacturer's warranty; and
 - (ii) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

4.5 Ownership of the Solar and Battery Equipment

Once Reposit notifies you that the Reposit Data Verification tests under clause 4.4(c)(ii) have been successfully completed, title and risk in the Solar and Battery System will pass to you.

4.6 Right to STCs

- a. You acknowledge and agree that, in consideration of the benefits to be received by you under this Agreement, Reposit or Reposit's nominated third party will be entitled to the benefit of any STCs or other similar renewable energy or energy efficiency certificates which can be created in relation to the installation or generation or storage of electricity by the Solar and Battery Equipment.
- b. You will do all things reasonably requested by Reposit or Reposit's nominated third party to give effect to the intention described in clause 4.6(a), including by assigning the right to create STCs to Reposit and completing and signing any reasonably required documents for that purpose.

5 Charges

5.1 Fees for Solar and Battery Equipment and installation

You agree to pay the amount for the Solar and Battery Equipment and its installation at the Supply Address as set out in the No Bill™ Quote (Fees).

5.2 Deposit

- a. You agree to pay to Reposit any deposit for the Fees set out in the No Bill™ Quote.
- b. If a deposit against the Fees is due, Reposit will not arrange for delivery and installation of the Solar and Battery Equipment under clause 4.2(a) until it receives your deposit.

5.3 Payment of balance

- a. You agree to pay to Reposit the balance of the Fees within 7 days of receiving notice under clause 4.4(c)(ii) that the Reposit Data Verification tests were successful.
- b. Reposit may not provide the Reposit No Bill™ Service to you until you have paid the balance of the Fees.

5.4 Financing arrangements

- a. If you choose to pay any of the Fees through a financing arrangement, you must provide Reposit with reasonable evidence of an approval from your finance provider for the financing arrangement.
- b. Reposit will not arrange for delivery and installation of the Solar and Battery Equipment under clause 4.2(a) until it receives reasonable evidence of approval under clause 5.4(a).
- c. If you are not able to receive approval for a financing arrangement:
 - (i) you must notify Reposit as soon as possible; and
 - (ii) this Agreement will terminate upon Reposit receiving your notice; and
 - (iii) you may request a refund for any deposit paid in accordance with clause 6.2(e).

5.5 Payment terms

- a. Payment of the Fees may be made by credit card (Visa/Mastercard), electronic funds transfer (EFT), or other method as accepted by Reposit.
- b. 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 amounts owed by you to Reposit.
- c. Fees and charges 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 21 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 Refunds

- 6.1 Subject to any rights under Australian Consumer Law or any other express right under this Agreement, no refunds will be issued once the Solar and Battery Equipment has been delivered and installed.
- 6.2 Subject to clause 6.1, Reposit will issue you a full refund less any costs Reposit incur providing the No Bill™ service or preparing your site for installation, if any, at your request in writing in the following circumstances:
 - a. you terminate this Agreement under clause 17.2(c) during the Cooling-off Period.
 - b. the Final Installation Design is significantly different to the information in the Contract Details, and you have provided notice to Reposit that you do not accept the Final Installation Design under clause 4.3(c)(i);

- c. the delivery and installation date agreed between you and the Installer under clause 4.2(c) is significantly delayed for reasons outside of your control, and you do not agree to the new timeframe; or
 - d. grid connection approval is not given by your DNSP, or an export limit is applied to your property which materially affects Reposit's ability to deliver the No Bill™ service.
 - e. you seek, but are unable to obtain, approval for a financing arrangement to enable you to pay the Fees under clause 5.4.
- 6.3 If you are entitled to a refund under clause 6.2, Reposit will take all steps within its control to refund the amount to you via your original method of payment.

7 Warranty for Solar and Battery Equipment

- 7.1 The warranties in this clause 7 are additional to, and not intended to limit, any consumer guarantees or other rights to which you are entitled under the Australian Consumer Law which cannot be amended by contract.
- 7.2 For a period of 7 years from the execution of this Agreement (Warranty Period), Reposit provides a limited warranty that applies to the physical goods, workmanship, operation and performance of the Solar and Battery Equipment. This limited warranty covers any defects in material, goods or workmanship, and poor operation under normal use during the warranty period.
- 7.3 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.
- 7.4 This limited warranty does not cover product defects or faults that are caused by:
- a. any event outlined in clause 12 of this Agreement;
 - b. your failure to keep the No Bill™ System safe and secure under clause 10.4(a)(iii) of this Agreement;
or
 - c. any other intentional or other misuse of the Solar and Battery Equipment by you, or a third party who has not been engaged by Reposit.

8 No Bill™ System

- 8.1 Your No Bill™ System is integral to Reposit providing you the Reposit No Bill™ Service.
- 8.2 You acknowledge and agree that your No Bill™ System, including its components such as the Reposit Software, enables Reposit to provide you with the Reposit No Bill™ Service and any damage or interference with your No Bill™ System may prevent Reposit from providing the Reposit No Bill™ Service to you.
- 8.3 You consent to Reposit taking such steps in relation to your No Bill™ System as it reasonably considers are necessary for the effective delivery of the Reposit No Bill™ Service, including, but not limited to:

- a. entering into agreements with third parties which relate to the use and or operation of your No Bill™ System;
- b. remotely accessing your No Bill™ System, or permitting a third party, including your DNSP or your Electricity Retailer, to remotely access your No Bill™ System; and
- c. using or allowing Reposit, your Electricity Retailer or another third party to use your No Bill™ System to provide Electricity Services (including Market Ancillary Services) and to operate and or control your No Bill™ System and the load from the Supply Address for this purpose.

8.4 Physical access to Supply Address and or No Bill™ System

- a. From time to time, Reposit or a third party (including your DNSP or your Electricity Retailer) may need to physically access your Supply Address and or No Bill™ System to carry out maintenance work, repair, replacement or updating of your No Bill™ System, or in the case of an emergency or safety threat.
- b. Where physical access to your Supply Address is required, Reposit will give you at least 4 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.
- c. Reposit will also use reasonable endeavours to accommodate any requests you make in relation to obtaining physical access to your No Bill™ System or Supply Address.

9 Reposit to pay your electricity bills

9.1 Electricity bill(s) covered by the Reposit No Bill™ Service

- a. Reposit will pay your Electricity Retailer, on your behalf, amounts payable under the electricity bill(s) issued by the Electricity Retailer for the Supply Address which:
 - (i) relate to periods beginning after the Reposit No Bill™ Service Commencement Date that fall within the Term; and
 - (ii) are not periods during which a suspension for an Unexpected System Event is in effect under clause 12.
- b. If an electricity bill for the Supply Address includes charges relating to a period that is outside of the period covered by clause 9.1(a)(i), (e.g. because the date of termination or expiry of this Agreement falls part way through a Monthly Billing Period), you will be required to pay the portion of the electricity bill not covered by clause 9.1(a)(i).
- c. If an electricity bill for the Supply Address includes charges relating to a period during which a suspension of the Reposit No Bill™ Service was in effect for an Unexpected System Event, you will be required to pay the portion of the electricity bill that relates to the time during which the suspension was in effect.
- d. If clause 9.1(b) or 9.1(c) applies, Reposit will notify you as soon as practicable and provide you with the relevant electricity bill and information explaining which portion of the electricity bill is payable by you, and which portion, if any, Reposit will pay.

10 Customer's obligations

10.1 Fair use of electricity

- a. Reposit will notify you of the Monthly Fair-Use Cap for each Monthly Billing Period.
- b. You are responsible for ensuring that your Home Consumption does not exceed the Monthly Fair-Use Cap.
- c. Reposit will provide you with access to the Reposit App to track your Home Consumption.
- d. Reposit will notify you through the Reposit App, email, or SMS when the percentage of the month that has passed is less than or equal to the specified usage percentage as mentioned below:
 - (i) your Home Consumption for a Monthly Billing Period reaches 75% of the Monthly Fair-Use Cap;
 - (ii) your Home Consumption for a Monthly Billing Period reaches 90% of the Monthly Fair-Use Cap ; and
 - (iii) your Home Consumption for a Monthly Billing Period reaches 100% of the Monthly Fair-Use Cap ; and
 - (iv) your Home Consumption for a Monthly Billing Period exceeds the Monthly Fair-Use Cap.
- e. You may request that Reposit provides you with an explanation of how it has calculated that your Home Consumption has exceeded the Monthly Fair-Use Cap for a Monthly Billing Period, and Reposit must provide you with such information as is reasonably necessary to allow you to understand and verify the calculation.
- f. Reposit may at its discretion choose to immediately terminate this Agreement in accordance with clause 18.4 in the following circumstances:
 - (i) your Home Consumption for a Monthly Billing Period exceeds the Monthly Fair-Use Cap on three or more occasions during a continuous three-year period during the Term; or
 - (ii) your Home Consumption for a Monthly Billing Period exceeds the Monthly Fair-Use Cap by 200% or more on one occasion.

10.2 Planned increase in Home Consumption

- a. You must notify Reposit before installing or using any electrical equipment at the Supply Address that would be reasonably expected to significantly increase your electricity consumption at the Supply Address. Such electrical equipment includes but is not limited to:
 - (i) electric vehicle charging units;
 - (ii) air conditioning units; and
 - (iii) Pool pumps
 - (iv) underfloor heating
 - (v) hot water heating units
- b. If you have given notice to Reposit under clause 10.2(a), Reposit may offer to increase the capacity of your No Bill™ System and adjust your Annual Fair-Use Cap to cover the planned increased electricity consumption, in return for payment by you of a reasonable charge for the additional hardware and installation.
- c. If you do not accept an offer made by Reposit under clause 10.2(b) and you do not notify Reposit that you will not use or install the relevant electrical equipment, Reposit may terminate this Agreement with 30 days' notice to you in accordance with clause 18.4.

- d. If Reposit becomes aware that you have installed or used electrical equipment without giving notice under of clause 10.2(a), Reposit may at its discretion choose to make an offer to you under clause 10.2(b), or terminate this Agreement with 30 days' notice to you in accordance with clause 18.4

10.3 Other notice you must provide to Reposit

- a. You must promptly notify Reposit if you become aware of any issue affecting or likely to affect the No Bill™ System, which may include issues relating to:
 - (i) the Supply Address;
 - (ii) the No Bill™ System's Internet access; or
 - (iii) the connection of the Supply Address or the Solar and Battery Equipment to the electricity distribution network.
- b. You must promptly notify Reposit if:
 - (i) your Electricity Retail Agreement in relation to the Supply Address expires;
 - (ii) you change to a different Electricity Retailer in relation to the Supply Address; or
 - (iii) you change to a different Electricity Retail Agreement or different electricity plan in relation to the Supply Address.
 - (iv) you cease residing at the property for any reason, including transfer of ownership of the property.
- c. If you have given notice to Reposit under clause 10.3(b), Reposit may choose to terminate this Agreement with 30 days' notice to you in accordance with clause 18.4.
- d. You must promptly notify Reposit if you or anyone residing (permanently or temporarily) at the Supply Address relies on or may rely on the use of life support equipment or other critical medical or health devices which require the use of electricity.

10.4 Your responsibilities with respect to your No Bill™ System

- a. You acknowledge and agree that you are responsible for:
 - (i) maintaining the connection of the Supply Address to the electricity distribution network, and the provision of electricity distribution services by your DNSP to the Supply Address;
 - (ii) at all times during the Term, being party to an Electricity Retail Agreement with an Electricity Retailer for the sale or purchase of electricity to and or from the Supply Address;
 - (iii) the safety and security of your No Bill™ System, including responsibility for any work carried out by a third party (that was not organised by Reposit) that could impact the No Bill™ System; and
 - (iv) maintaining the No Bill™ System, and its component parts, in accordance with the manufacturer's recommendations. This includes ensuring the panels are cleaned regularly and kept free of obstruction.
- b. To the extent permitted by law, Reposit will not be in breach of this agreement for a failure to provide you with the No Bill™ Service to the extent that Reposit's failure was caused by your failure, or the failure of any third party, to properly perform any of the activities described in clause 10.4(a).

11 Offline Events

11.1 Each of the following is an Offline Event:

- a. the disconnection of the No Bill™ 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);
- b. any failure of third party equipment which forms part of, or is connected to, the No Bill™ System, including any event that causes:
 - (i) your energy generating facility to be incapable of generating electricity; or
 - (ii) any energy storage system to be incapable of storing energy, in the ordinary manner; and
- c. any failure of communications channels which are required to properly operate the No Bill™ System (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 carry out activities in relation to your No Bill™ System including those described in clauses 8.3 and that Reposit is not liable for any failure to deliver benefits under this Agreement to you during an Offline Event, including your access to the Reposit App.

12 Unexpected System Event

12.1 In this Agreement, Unexpected System Event means an event relating to the No Bill™ System which is outside Reposit's reasonable control, and which materially affects Reposit's ability to provide the Reposit No Bill™ Service and or to carry out the activities in relation to the No Bill™ System described in clauses 8.3 (No Bill System), including:

- a. acts of God including earthquakes, floods, fires, explosion, landslides, lightning, storms, hurricanes, cyclones and other natural disasters;
- b. epidemic, pandemic or quarantine;
- c. damage to or modification of the No Bill™ 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;
- d. accidental damage to the No Bill™ System which is not reasonably within Reposit's control; and
- e. any Offline Event.

12.2 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.

12.3 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 No Bill System.

12.4 If the Unexpected System Event has not been resolved within 2 Business Days, Reposit may elect, by notice to you, to suspend Reposit's obligation under clause 9.1 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 12.5 or otherwise expires or terminates in accordance with its terms).

12.5 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 12.2, Reposit may elect, by notice to you, to terminate this Agreement on no less than 10 Business Days' notice.

13 Warranties

13.1 Reposit warrants that:

- a. 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;
- b. it will provide the Reposit No Bill™ Service with due care and skill; and
- c. the Reposit No Bill™ Service will be fit for the intended purpose.

13.2 You warrant that:

- a. you have sufficient authority to enter into this Agreement in relation to the Supply Address and the No Bill™ 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 No Bill™ System; and
- b. the No Bill™ System is, and will continue to be, installed and operated in the manner required to enable Reposit to:
 - (i) provide you with the Reposit No Bill™ Service; and
 - (ii) carry on the activities described in clause 8.3.

13.3 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.

13.4 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.

14 Intellectual Property

14.1 The Reposit Software and any systems that are used by Reposit to provide you with the Reposit No Bill™ Service, are owned by Reposit, and all intellectual property rights in the Reposit Software and those systems will remain with Reposit.

14.2 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 No Bill™ Service during the Term.

15 Data and Privacy

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

- a. relating to you, your energy generation or consumption, or energy or power flows or characteristics at your Supply Address; or

- b. which is otherwise captured by the No Bill™ System at the Supply Address and which is accessed through Reposit Software,

(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.

15.2 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, and under the provisions of the Consumer Data Right.

15.3 You acknowledge and agree that:

- a. to provide you with the Reposit No Bill™ Service, Reposit may need to collect Your Data and Personal Information during the Term and any subsequent Further Term;
- b. Reposit will use, disclose, store and otherwise handle your Personal Information in accordance with its privacy policy which is available on the Reposit website (located [here](#), as updated from time to time);
- c. provided it is disclosed for a Permitted Purpose and subject to law, Reposit may disclose your Personal Information or Your Data to the following third parties:
 - (i) AEMO;
 - (ii) the Australian Renewable Energy Agency;
 - (iii) your Network Service Provider;
 - (iv) your Electricity Retailer;
 - (v) a provider of Market Ancillary Services or demand response services relating to your No Bill™ System or Supply Address;
 - (vi) if your No Bill™ 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;
 - (vii) the manufacturer or installer of your No Bill™ System or of other equipment connected to the No Bill™ System;
 - (viii) community organisations, property developers or managers or other third parties with whom you have elected to form a relationship in relation to your No Bill™ System;
 - (ix) if we provide credit to you, a credit reporting agency; and
 - (x) if Reposit considers, acting reasonably, that disclosure to another third party will improve the Reposit No Bill™ Service that can be delivered to you, or the benefits that can be realised by you in connection with your No Bill™ System, that third party; and
- d. subject to law, Reposit:
 - (i) may continue to use and handle your Personal Information and Your 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; however
 - (ii) is not required to, and makes no guarantee or representation that it will, store or retain Your Data or personal information for any prescribed period after the Term ends

- 15.4 Reposit will comply with the Privacy Laws in relation to its collection, use, disclosure and handling of any Personal Information it collects about you in connection with this Agreement.
- 15.5 You acknowledge that Reposit's use and disclosure of any data or Personal Information pursuant to this clause 15 is not a breach of Reposit's confidentiality obligations under clause 20.

16 Variations to Agreement

- 16.1 This Agreement may be varied and updated from time to time by Reposit at its discretion.
- 16.2 If Reposit varies the Agreement under clause 16.1, Reposit must provide you with notice of the variation at least 5 Business Days before it takes effect (Effective Date), and clearly explaining what the variation is.
- 16.3 Once you have accepted a variation, the variation will take effect immediately, even if that date falls before the Effective Date.
- 16.4 If you do not accept a variation notified by Reposit, you have the right to terminate this Agreement for convenience by providing notice to Reposit at any time after receiving notice under clause 16.2.

17 Termination and suspension

- 17.1 You may terminate this Agreement for any reason at any time by giving Reposit at least 30 days' advance notice in writing.
- 17.2 You may also immediately terminate this Agreement upon written notice to Reposit if:
- a. Reposit commits a material breach of this Agreement and:
 - (i) the breach is incapable of remedy; or
 - (ii) where the breach is capable of remedy:
 - A. you have given Reposit a notice specifying the breach and requesting that it be remedied; and
 - B. Reposit has failed to remedy that breach within 20 Business Days of receiving the notice; or
 - b. to the extent permitted under the Corporations Act, Reposit suffers an Insolvency Event.
 - c. within the Cooling-Off Period but prior to delivery and installation of the Solar and Battery Equipment, you change your mind for any reason.
- 17.3 Reposit will not require you to pay an exit fee if you terminate this Agreement under clause 17.1 or 17.2.
- 17.4 Reposit may:
- a. immediately terminate this Agreement upon written notice to you if you commit a material breach of this Agreement and:
 - (i) the breach is incapable of remedy; or
 - (ii) where the breach is capable of remedy:
 - A. Reposit has given you a notice specifying the breach and requesting that it be remedied; and
 - B. you have failed to remedy that breach within 20 Business Days of receiving the notice;

- b. immediately terminate this Agreement upon written notice to you if:
 - (i) you exceed the Fair Use Cap provisions in clause 10.1(f); or
 - (ii) Reposit are unable to access a suitable installer as per Clause 4.4.
 - (iii) to the extent permitted under the Corporations Act, you suffer an Insolvency Event.
- c. terminate this Agreement upon 30 days' prior written notice to you if:
 - (i) you breach clause 10.2(a); or
 - (ii) you provide notice to Reposit under clause 10.3(b); or
 - (iii) there is a change in circumstances, including changes to your Electricity Retailer Agreement, that materially impacts the viability of Reposit providing you with the No Bill™ Service.

17.5 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 No Bill™ 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.

17.6 If any of the events described in clauses 17.4(a) or 17.4(b) 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 the No Bill™ Reposit Service until the default has been remedied to Reposit's reasonable satisfaction.

18 Effect of termination or suspension

18.1 If this Agreement is terminated by Reposit pursuant to clause 17.4 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 No Bill™ Service ceases.

18.2 Subject to clause 18.1, and without limiting clause 17.6, your right to receive the Reposit No Bill™ Service will end on the date on which this Agreement is terminated.

18.3 The termination of this Agreement, or a suspension of the Reposit No Bill™ Service under clause 17.6, 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).

18.4 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, 9.1(b) to 9.1(d) (inclusive), 14.1, 16.1, 15.3 to 15.5 (inclusive), 12, 18, 19, 23.4 to 23.7(inclusive) and 24, shall remain in full force and effect.

19. Liability and indemnity

19.1 To the extent permitted by law, each party's liability to the other in connection with this Agreement, including in relation to the provision by Reposit of the Reposit No Bill™ Service, your No Bill™ System, or the accuracy of any data or information created, provided or used by or on behalf of Reposit, is:

- a. limited to losses directly incurred by the non-defaulting party which are directly caused by the other party's breach of this Agreement, fraud or negligence; and
 - b. capped at an overall maximum amount of \$50,000, except:
 - (i) to the extent that the defaulting party engages in fraud, illegality or deliberate breach of this Agreement, in which case the cap in this clause 20.1(b) does not apply; or
 - (ii) in relation to any express payment obligation or any express No Bill™ System warranty under this Agreement.
- 19.2 To the extent permitted by law, you and Reposit indemnify each other for any losses incurred by, or third party claims made against, you or Reposit (as applicable) for the following losses:
- a. losses caused or contributed to by a breach by the other party of its obligations under this Agreement;
 - b. losses caused or contributed to by the other party's fraud or negligence; or
 - c. in the case of Reposit as the indemnified party, any personal injury or property damage caused or contributed to by 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 8.4(a).

20 Confidentiality

- 20.1 Subject to clause 15, 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:
- a. the information is public knowledge (but not because of a breach of this Agreement) or the party has independently created or obtained the information;
 - b. disclosure is required by law or a regulatory body (including a relevant stock exchange); or
 - c. disclosure is made to a person who must know for the purposes of this Agreement (including a related body corporate of Reposit) on the basis that the person keeps the information confidential.
- 20.2 In this clause 20, 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.

21 GST

- 21.1 In this clause 21, 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.
- 21.2 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 21.2 (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.

- 21.3 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 21.2.

22 Notices and other communications

22.1 Any notice or communication given to a party under this Agreement must be in writing and sent in one of the following ways:

- a. 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
- b. emailed to the recipient at:
 - (i) if you are the recipient, the email address specified in this Agreement; or
 - (ii) if Reposit is the recipient, support@repositpower.com,

as varied by any notice given by the recipient to the sender from time to time.

22.2 Any notice or communication is to be treated as given at the following time:

- a. if it is delivered by hand, when it is left at the recipient's address;
- b. 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
- c. 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:

- d. 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
- e. 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.

23 General

- 23.1 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.
- 23.2 A party may only assign this Agreement, or a right under this Agreement, with the prior written consent of the other party, other than a proposed assignment by Reposit to a related body corporate or as part of a corporate restructure, in which case Reposit may assign the Agreement by reasonably prior notice to you.
- 23.3 Each party must pay its own costs of negotiating, preparing and executing this Agreement.
- 23.4 Any indemnity in this Agreement is independent and survives termination of this Agreement.
- 23.5 The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

24 Governing law and jurisdiction

- 24.1 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.