Introduction

Our Solar Ease Virtual Power Plant (VPP) program ("Program") is offered by EnergyAustralia to eligible residential customers in South Australia who have a Solar System installed at their premises. Under this Program, customers allow EnergyAustralia to remotely manage their Solar System including during certain Solar Curtailment Events. By participating in the Program, customers can earn credits on their electricity bill.

The terms and conditions of your Solar Ease Contract with us will continue to govern the supply of electricity to you by us. This document (the "Solar Ease VPP Contract") sets out the terms and conditions on which EnergyAustralia Pty Ltd ABN 99 086014 968 (EnergyAustralia, we, our, us) agrees to provide you the Solar Ease VPP service ("Service").

You should read and understand this Solar Ease VPP Contract. If you have any questions about this Solar Ease VPP Contract, please do not hesitate to contact us by visiting **home.energyaustralia.com.au/contact-us**.

1. KEY TERMS

Before agreeing to this Solar Ease VPP Contract, you should read the full set of terms and conditions, and particularly the following key terms:

a. Our liability to you: except in relation to our Consumer Law Obligations, our breach of this Solar Ease VPP Contract and our negligent acts or omissions, we are not liable to you for any Loss under this Solar Ease VPP Contract (see clause 9.4 (Liability).

b. Termination: we may terminate this Solar Ease VPP Contract immediately where you have breached a material term of this Solar Ease VPP Contract and have not rectified that breach within 14 days of a notice from us, where you no longer satisfy any one or more of the Eligibility Criteria or where your Solar Ease Retail Contract with us terminates or expires for any reason. We may also terminate the Solar Ease VPP Contract for convenience by giving 20 business days prior written notice. (see clause 10 (Termination) and clause 14 (How can this Solar Ease VPP Contract be varied?)).

c. Is Solar Ease right for you?: This Program will only be suitable for you if you meet the terms of this Solar Ease VPP Contract, including the Eligibility Criteria. (see clause 3 (Eligibility Criteria)).

2. TERM

This Solar Ease VPP Contract commences on the Commencement Date and continues until your Solar Ease Contract with us ends, or this Solar Ease VPP Contract is terminated earlier under and in accordance with clause 10 (Termination).

3. ELIGIBILITY CRITERIA

a. Your eligibility to participate in the Program under this Solar Ease VPP Contract is subject to each of the following criteria being met during the Term:

   i. you remain an EnergyAustralia retail electricity customer at the Premises on an electricity plan and in the locations that we specify from time to time as compatible with our Program;

   ii. you have a market exposed remotely read smart meter;

   iii. you meet all eligibility criteria as specified in the Solar Ease Contract;

   iv. you do not withdraw your consent to our use of the Data in accordance with clause 12;

   v. you must own or have the right to use the Solar System;

vi. You have not enrolled your Solar System in another VPP or demand response program that is not authorised by us (or agree to unenroll the Solar System from that VPP or demand response program), and you allow us to be the sole VPP provider;

vii. the Solar System remains installed, commissioned, available and controllable by us at the Premises;

viii. the Solar System has been installed so that site energy flows are registered correctly and available to us;

ix. the Solar System is and remains connected to the internet and remains online and available;

x. your Solar System is performing in accordance with the relevant manufacturer's specifications for your Solar System;

xi. your Solar System is not outside of the relevant manufacturer warranty for your Solar System;

xii. the Solar System is one of our approved systems as specified by us; and

xiii. you must not have an Energy Storage Product at the Premises that is connected to a VPP or demand response program.

4. HOW WE WILL OPERATE YOUR SOLAR SYSTEM

a. Your solar system will join a network of systems forming a Virtual Power Plant known as a 'VPP'. This means your solar system will be enrolled in a software platform designed for monitoring, aggregation, and control of solar systems within the VPP (VPP Platform).

b. We will manage your Solar System including under our VPP in accordance with clauses 6 (Solar Curtailment Events), 7 (Solar Management Events), and 7A (SAPN EM Trial).

c. We will use reasonable endeavours to enrol your Solar System as soon as practicable in the VPP and this process can take up to 4 weeks to be completed. The Solar Ease Payments listed in clause 7 and clause 7A SAPN EM trial are not affected by any time taken to enrol the Solar System in the VPP.

d. When providing the services under the Program, we will comply with the *New Energy Tech Consumer Code (NETCC)*. You can access the NETCC Consumer Information Product Fact Sheets on our website. We will also ensure that our employees, contractors, agents, representatives and any other individuals or businesses acting on our behalf do likewise. This includes third parties we engage to undertake direct marketing and sales for us. We will be responsible for all actions governed by the NETCC whether taken by our employees, contractors, agents, representatives or any other individuals or businesses acting on our behalf. This includes third parties we engage to undertake direct marketing for us or who we engage to install products or systems we provide to your or to deliver services to you.

5. YOUR OBLIGATIONS AND ACKNOWLEDGEMENTS

5.1 Your obligations

a. You acknowledge that we may, from time to time (but are not required to), provide you with reports or information regarding the use of the Solar System in a given timeframe.

b. If we think it is reasonably necessary for the effective running of the Program, we may, at any time:

i. change the systems eligible for the Program (including to add an additional system or remove a system – for example if that system is the subject of a product recall);

ii. change the electricity plans that are eligible for the Program (but if we remove the plan you are currently on, then that change will not apply to you); and

iii. change the locations that are eligible for the Program.

c. If you are no longer eligible for the Program as a result of the above changes, then we will give you 20 business days advance notice that your system is no longer eligible. At the end of the 20-business day period, this Solar Ease VPP Contract will be terminated and the Solar Ease Payments listed under clause 7 will cease.

5.2 Your acknowledgements

a. You acknowledge and agree that:

i. we may engage third party providers to do any of the activities described in this Solar Ease VPP Contract on our behalf (including without limitation, to operate, or assist the operation of, the VPP);

ii. in order to enrol the Solar System in the VPP Platform, we may disclose your personal information to any suppliers that maintain and operate the VPP Platform, we may also disclose your personal information to other third parties in connection with this Solar Ease VPP Contract including, for example, the manufacturer of your Solar System or other third parties who assist us with billing and other related activities;

iii. certain information regarding use of your Solar System will be collected and shared via the VPP Platform. Examples include: operation and system performance data of the Solar System (this includes running state of individual components, communication status, uptime); information about your energy use, site load frequency related to the Solar System and other electrical data, including usage, production and appliance use. This information will be collected by us, your distributor (and their third parties), the manufacturers of products that form part of the Solar System and/or any third-party providers that maintain and operate the Solar System or any VPP Platform in which the Solar System is enrolled;

iv. we may remotely access and control the Solar System in accordance with clauses 6 (Solar Curtailment Events), 7 (Solar Management Events), and 7A (SAPN EM Trial).

v. noting that we do not supply you with the Solar System under this Solar Ease VPP Contract but, subject to our express obligations under this Solar Ease VPP Contract, you are responsible for the maintenance of your Solar System and managing end of life matters in relation to your Solar System;

vi. the performance warranties for your Solar System are provided by your Solar System provider and/or installer. We provide the warranties set out in clause 9;

b. During the Term:

i. you must do all things necessary to ensure that we have access to and are able to remotely access, operate and control your Solar System at the Premises as specified in this Solar Ease VPP Contract (including ensuring the Solar System is, and stays, connected to the internet);

ii. If your Solar System is not meeting any of the relevant Eligibility Criteria we may by:

A. giving you 14 days written notice where it is reasonably practicable to do so; or

B. immediately where it is not reasonably practicable to give you notice, where you no longer satisfy any one or more of the Eligibility Criteria under clause 3; or

iii. you agree to take the necessary steps to enable the Eligibility Criteria to be met again within 14 days from being provided that notification or within such other timeframe as we might reasonably notify you, or you may be removed from the Program. However, subject to clause 5.1(b), we are not obliged to give you notice that you do not meet the relevant Eligibility Criteria and we are removing you from the Program, if reasonable in the circumstances, before removing you from the Program;

iv. you agree to ensure the Solar System is maintained in accordance with the manual provided by the manufacturer and the user guide provided by the installer;

v. you must not authorise anyone other than us (or our VPP Provider and other third parties authorised by us) to control the Solar System;

vi. you must not deliberately override or interfere with any communication signals between the Solar System and us (or our VPP Provider or other authorised third parties);

vii. you must not deliberately override or disable our (or our VPP Provider's or other authorised third parties') operation or control over the Solar System;

viii. you must not allow any other person to move, remove, tamper with, disable, displace or damage the Solar System; and

ix. you will be responsible for your internet connection and all associated charges through the Term.

6. SOLAR CURTAILMENT EVENTS

a. At any time during the Term, we may activate a solar curtailment event by limiting the solar output from your system to maintain a zero export from your Solar System at your site during the Solar Sponge Window (Solar Curtailment Event). You can find details of your Solar Sponge Window and your feed-in tariffs in your Energy Plan Details in your Welcome Pack.

b. We may run multiple Solar Curtailment Events per day to respond to supply and demand imbalances or other grid conditions.

c. You may receive reports regarding Solar Curtailment Events during the Program (however, we are not obliged to provide you with such reports).

7. SOLAR MANAGEMENT EVENTS

a. EnergyAustralia may access your Solar System under this Solar Ease VPP Contract for Solar Curtailment Events.

b. While EnergyAustralia will manage your Solar System under this Solar Ease VPP Contract, other factors outside of our control may also affect how your Solar System operates which we will not be responsible for or liable to you for. These other factors include:

i. Distributor-led management: your distributor may reduce or manage your Solar System's exports through their flexible imports/exports program, as part of your solar connection agreement.

ii. Home Energy Management System (HEMS): If you have a HEMS installed, it may control how and when your Solar System generates and exports electricity to help optimise your Solar System generation and export based on energy prices and your usage patterns.

c. Any curtailment of your Solar System outside of the Solar Sponge Window may not be due to EnergyAustralia's actions but could result from these other management systems operating independently of our VPP.

7A. SA POWER NETWORKS ENERGY MASTERS TRIAL

a. You acknowledge that you are a participant in the SA Power Networks Energy Masters trial and our corresponding Energy Master's trial under this Solar Ease VPP Contract (Trial) until:

i. 21 January 2027.

ii. you or SA Power Network notifies us that you are no longer part of the SA Energy Masters trial;

iii. this Contract is terminated in accordance with its terms; or

iv. we end the Trial (at such time as we may notify to you from time to time in our sole discretion).

b. While the Trial continues the following additional terms apply to this Solar Ease VPP Contract (and for the avoidance of doubt when the Trial ends this clause 7A will no longer apply to your Solar Ease VPP Contract, but the remainder of your Solar Ease VPP Contract will continue):

i. For the purposes of clause 3 of this Solar Ease VPP Contract, in addition to the requirements specified in that clause, to remain eligible to participate in the Trial and remain eligible for this Solar Ease VPP Contract you must remain on the SA Power Networks trial and comply with any eligibility criteria or other requirements imposed by SA Power Networks in relation to that trial including under your contract with SA Power Networks.

ii. As outlined in the table below, you will receive a $10 monthly diversify payment up until 21 January 2027 and provided you continue to participate in the Trial (payment applied as a credit on your electricity bill under your Solar Ease Retail Contract). (Diversify Payment) We may elect (in our sole discretion) to extend the Diversify Payment by notifying you in writing.

Amount	Frequency	Conditions
$10.00	Monthly	Actively participating in the Trial. Payment applies until 21 January 2027.

c. Clause 7(b), (c) and (d) and clause 14 apply to your Diversify Payment and for the purposes of this clause references in those clauses to Solar Ease Payment should be taken to read as "Diversify Payment".

d. You consent to us and SA Power Networks accessing and using for the purposes of the Trial:

i. Energy Use Data;

ii. data concerning the operation of the Solar System;

iii. data concerning the operation and use of your HEMS;

iv. data concerning the operation of any solar PV system and/or battery system connected to your Premises;

v. data and information concerning the Participant's interaction and use of the User App (provided by SA Power Networks or its third parties;

vi. your historical Energy Use Data at the Premises for the preceding 18 to 24 months from the commencement of the Trial.

e. Where your Personal Information is collected as part of the Trial, the Joint Privacy Disclosure Statement applies to that Personal Information and to the extent that conflicts with our Privacy Policy, the Joint Privacy Disclosure Statement takes precedence.

f. For the purposes of this clause 7A, the following additional definitions are used:

i. Energy Use Data means data related to the consumption of electricity at the Premises, including data sourced from the residential electricity meter, the consumption and generation of electricity from electricity meter, HEMs appliances or Consumer Energy Resources installed at the Premises.

ii. Joint Privacy Disclosure Statement means the privacy statement developed by us, SA Power Networks and its other project participants governing the sharing and use of Personal Information and Energy Use Data collection as part of the Trial. This can be found at via **www.SAEnergyMasters.com.au**.

8. YOUR PAYMENTS

a. Subject to you satisfying each of the Eligibility Criteria set out in clause 3 above, we will pay you a monthly incentive for your continued enrolment in EnergyAustralia's Virtual Power Plant. These payments will be made in accordance with clause 8(c) as follows:

Amount	Frequency	Conditions
$5.00	Monthly	Ongoing participation in our VPP program.

b. EnergyAustralia may vary the amount of the Solar Ease Payment at any time during the Term by providing at least 20 business days' prior written notice to you. If you do not agree with the change then you have the opportunity to terminate this Solar Ease VPP Contract in accordance with clause 11.2(b) prior to the change taking effect. If you do not terminate the Solar Ease VPP Contract within the period specified in clause 11.2(b), then you will be taken to have accepted the change to the Solar Ease Payment.

c. Where a Solar Ease Payment becomes payable to you in accordance with this Solar Ease VPP Contract, we will apply such amount as a credit against your electricity account (under your Solar Ease Contract with us) within 15 Business Days after the end of the calendar month. Such amount will then be deducted from the next invoice issued under your Solar Ease Contract with us after the credit has been applied.

d. You acknowledge and agree that:

   i. other than the Solar Ease Payments payable to you under this Solar Ease VPP Contract, you are not entitled to any further compensation or payment in relation to this Solar Ease Contract, your participation in this Program or any specific Virtual Power Plant Event (other than our liability under a Consumer Law Obligation or clause 9.4).

9. OUR WARRANTIES AND LIABILITY

9.1 Our warranty

We warrant that we will provide the services we provide to you under this Solar Ease VPP Contract in accordance with good industry practice.

9.2 Consumer Law Warranties

a. Nothing in this clause operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law ("Consumer Law Obligations").

b. If any Consumer Law Obligation applies to any goods we supply under this Solar Ease VPP Contract we will, to the extent required by the Australian Consumer Law, resupply the goods or services or pay for their resupply.

c. Where Consumer Law Obligations apply, for major failures with the goods and services we provide, you are entitled to cancel this Solar Ease VPP Contract with us and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable Loss or damage.

d. If Consumer Law Obligations apply and the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel this Solar Ease VPP Contract and obtain a refund for the unused portion of this Solar Ease VPP Contract.

9.3 Implied warranty exclusion

Except in relation to obligations that cannot be excluded by law (including the Consumer Law Obligations), all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this Solar Ease VPP Contract.

9.4 Liability

a. Except in relation to:
   i. our Consumer Law Obligations;
   ii. our breach of this Solar Ease VPP Contract; and
   iii. our negligent acts or omissions, we are not liable to you for any Loss, including any indirect or consequential Loss, arising directly or indirectly under or in connection with this Solar Ease VPP Contract or the performance or non- performance under this Solar Ease VPP Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

b. Without limiting clause 9.4(a) we are not liable to you for any Loss, arising:
   i. as a result of your (or the third parties that you engage or authorise) negligent acts or omissions;
   ii. as a result of our control of your Solar System where we are controlling your Solar System within the relevant manufacturer's published warranty limitations;
   iii. any Defect or fault in your Solar System not caused by us or any other matter that is beyond our reasonable control;
   iv. any error, viruses or bugs present in your Solar System not caused by us or any other matter that is beyond our reasonable control;
   v. as a result of updates or upgrades to hardware or software initiated by the provider of your Solar System; or
   vi. as a result of your breach of this Solar Ease VPP Contract.

c. You will not be liable to us for any Loss that does not arise naturally, in the usual course of things, as a result of your breach of this Solar Ease VPP Contract or your negligent acts or omissions.

10. UNSOLICITED CONSUMER AGREEMENTS

a. If this Solar Ease VPP Contract is an Unsolicited Consumer Agreement you also have a right to cancel this Solar Ease VPP Contract at any time within:
   i. 3 months from and including the day after you receive this Solar Ease VPP Contract if there has been a breach of sections 73, 74 or 75 of the ACL; or
   ii. 6 months from and including the day after you receive this Solar Ease VPP Contract if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the ACL.

b. You may have similar rights under state-based legislation.

11. TERMINATION

11.1 Our termination rights

We may terminate this Solar Ease VPP Contract:

a. immediately where you have breached a material term of this Solar Ease VPP Contract and have not rectified that breach within 14 days of receipt of a written notice from us;

b. subject to clause 5.1 and 5.2(b)(ii), where you no longer satisfy any one or more of the

i. Eligibility Criteria under clause 3;

ii. immediately if your Solar Ease Contract with us terminates or expires for any reason; or

iii. upon us providing you with 20 business days written notice of our intention to terminate this Solar Ease VPP Contract.

11.2 Your termination rights

You may terminate this Solar Ease VPP Contract:

a. immediately where we have breached a material term of this Solar Ease VPP Contract and have not rectified that breach within 14 days from receipt of a written notice from you;

b. pursuant to clauses 9.2(c) or 9.2(d) (Consumer Law Obligations) or 10(a) (Unsolicited Consumer Agreements); or

c. by providing us with at least 20 business days' prior written notice of your intention to terminate this Solar Ease VPP Contract.

11.3 Termination of your Solar Ease Contract

a. we will pay to you all the Solar Ease Payments that are payable up to the date of termination in accordance with clause 7(b); and

b. unless separately terminated in accordance with its terms, your Solar Ease Contract with us remains on foot and supply of electricity to your Premises will be unaffected.

11.4 Termination of your Solar Ease Retail Contract

a. You acknowledge that:

i. where your Solar Ease Retail Contract is terminated for any reason, then this Solar Ease VPP Contract will automatically co-terminate; but

ii. where this Solar Ease VPP Contract is terminated for any reason, then your Solar Ease Contract is not automatically co-terminated.

12. YOUR PRIVACY

a. You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at **energyaustralia.com.au/privacy**, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, VPP Platform operators, your distributor and third party billing and technology providers to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.

b. Subject to this clause 12 and our Privacy Policy, you consent to us contacting you about participating in feedback surveys, studies and/or research projects. We may also contact you about participating in an in-depth insights session with other customers of ours or providing testimonials of your experience for marketing purposes.

13. USE OF DATA

a. In the course of providing the Solar Ease program to you we may capture, create or generate Data (and intellectual property in that Data) which will be owned us.

b. Subject to our obligations at law (including under the *Privacy Act 1988 (Cth)*), you consent to:

i. the transmission of the Data to us; and

ii. our access, use and disclosure of the Data for any purpose including (but not limited to) allowing us to improve our products and services, to comply with our regulatory obligations and to undertake analytics (whether or not you remain on the Program and whether or not you remain an electricity customer of ours).

c. If you are permitted at law to withdraw your consent to the matters specified in clause 13(b), and you notify us that you would like to do so, we may no longer be able to provide our Program to you and we may notify you that you are no longer eligible for our Program and terminate this Solar Ease VPP Contract in accordance with clause 11.1(b).
Nothing in this clause 13:

i. limits our obligations under the *Privacy Act 1988 (Cth)*; or

ii. your right to use any Data you collect, capture, generate or process in relation to your Solar System.

14. GST

a. Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.

b. The Solar Ease Payments, or any other consideration under this Solar Ease VPP Contract, include any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.

c. We must, within 20 Business Days of a request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Solar Ease VPP Contract.

15. HOW CAN THIS SOLAR EASE VPP CONTRACT BE VARIED?

We may amend this Solar Ease VPP Contract from time to time by providing you with at least 20 business days' prior written notice.

a. If you do not agree to the new amendments, then you may terminate this Solar Ease VPP Contract at any time prior to the relevant changes taking effect.

b. If you do not terminate the Solar Ease VPP Contract before the relevant changes take effect, then you will be taken to have accepted the new terms.

16. 16. NOTICES

a. A notice, consent or other communication under this document is only effective if it is in writing and either left at the addressee's address or sent to the addressee by email (for notices sent to us) or by mail, email or SMS notification (for notices sent to you).

b. You may give us a notice under this Solar Ease VPP Contract by leaving it at our address or sending it to us by email. We may give you notices by mail, email or SMS. A notice, consent or other communication that complies with this clause is regarded as given and received:

i. if it is delivered, when it has been left at the addressee's address;

ii. if it is sent by mail, three Business Days after it is posted; or

iii. on the same day if it is sent in electronic form by email or SMS between 10.00am (Melbourne time) and 10.00pm (Melbourne time) on that day.

17. TRANSFER OF THIS SOLAR EASE VPP CONTRACT

Subject to the regulatory requirements, we may novate this Solar Ease VPP Contract to a related body corporate that is authorised to conduct a retail energy sales business in the State or Territory in which your supply address is located, provided we consider, acting reasonably, that the transferee is able to perform the obligations under this Solar Ease VPP Contract in accordance with its terms. We will make reasonable efforts to provide you notice within 20 business days of any

such novation and if you do not agree with the novation you may terminate this Solar Ease VPP Contract in accordance with clause 11.2(b). You may not assign, transfer or novate your rights and obligations under this Solar Ease VPP Contract without our prior written consent.

18. DISPUTE RESOLUTION AND COMPLAINTS

a. In the event of a dispute or complaint regarding this Solar Ease VPP Contract or marketing activity, please contact us on **1800 108 633** or **solar.batteryenquiries@energyaustralia.com.au**.

b. You may also (including if you are dissatisfied with our response):

   i. refer the matter to the Energy & Water Ombudsman SA (EWOSA) on **1800 665 565**; or

   ii. submit a complaint to the Administrator of the New Energy Tech Code of Conduct. (For more information, visit **newenergytech.org.au/make-a-complaint**); or

   iii. access an external dispute resolution scheme (where applicable) or take a complaint to a government regulator.

19. GENERAL

a. This Solar Ease VPP Contract is governed by the laws of the State in which your Premises are located and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

b. This Solar Ease VPP Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Solar Ease VPP Contract and has no further effect. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraudulent misrepresentation or other representations which cannot be excluded by law or limit the operation of clause 9.2.

c. Any provision of this Solar Ease VPP Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Solar Ease VPP Contract enforceable, unless this would materially change the intended effect of this Solar Ease VPP Contract.

20. DEFINITIONS

The following definitions apply in this Solar Ease VPP Contract:

a. **ACL** means the Australian Consumer Law

b. **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

c. **Business Day** means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.

d. **Commencement Date** means the date you digitally accept this Solar Ease VPP Contract with us.

e. **Consumer Law Obligations** has the meaning given in clause 9.2(a).

f. **Data** means any data or information collected, captured, generated or processed in relation to Solar Ease VPP program and includes (but isn't limited to) your generation and consumption of energy, your net export of electricity, and other data that may be transmitted to us in connection with the Program.

g. **Defect** means a deficiency or fault in the product that has a detrimental impact on its capability or performance.

h. **Eligibility Criteria** means the criteria set out in clause 3.

i. **GST** has the meaning given in the GST Law.

j. **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

k. **Loss** means any liability, cost, expense, loss or damage.

l. **NETCC** means the *New Energy Tech Consumer Code*.

m. **Premises** means the address where the Solar System is installed and commissioned and which must be the same premises where you receive electricity from us under and in accordance with your Solar Ease Retail Contract.

n. **Service** means the Solar Ease VPP service.

o. **SMS** means short message service via electronic text message.

p. **Solar Curtailment Event** has the meaning given in clause 6.

q. **Solar Ease Retail Contract** means your Solar Ease retail contact with us for the supply of electricity to your Premises.

r. **Solar Management Events** has the meaning given in clause 7.

s. **Solar Ease Virtual Power Plant Program (Program)** has the meaning given in the Introduction.

t. **Solar Ease VPP Contract** means this Solar Ease VPP Contract between you and us

u. **Solar Sponge Window** has the meaning given in your Energy Plan Details.

v. **Solar System** means an EnergyAustralia approved Solar system and inverter as specified and as updated by us from time to time.

w. **Term** has the meaning given in clause 2.

x. **Trial** has the meaning given in clause 7A.

y. **Unsolicited Consumer Agreement** has the meaning given in the *Competition and Consumer Act 2010 (Cth)*.

z. **VPP** means Virtual Power Plant.

aa. **VPP Platform** has the meaning given in clause 4(a).

ab. **VPP Provider** means any third-party service provider or a supplier of ours that maintains and operates the VPP Platform.

ac. "**we**" and "**our**" and "**us**" means EnergyAustralia Pty Ltd.

ad. "**you**" and "**your**" means the customer specified on your confirmation letter or on the document titled 'Energy Plan Details'.

Effective June 2025.
EnergyAustralia Pty Ltd. ABN 99 086 014 968.

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