
SONNENCONNECT TERMS AND CONDITIONS

These terms and conditions will apply to sonnen Australia Pty Limited (ACN 611 337 547) (**we/our/us**) and any sonnenBatterie customer (**you/your**) who registers for sonnenConnect.

1. Eligibility

1.1 You will be eligible to register for sonnenConnect if you meet the following requirements (**Eligibility Requirements**):

- (a) you own or have the right to operate a sonnenBatterie with at least 4 kWh of storage capacity;
- (b) you are connected to the NEM

2. Contract

2.1 A contract will be formed between you and us when you successfully register for sonnenConnect in accordance with clause 2.2 (the **Contract**).

2.2 You will be deemed to have successfully registered for sonnenConnect when you complete and submit our Application Form and we accept your registration by issuing you with a Confirmation of Registration.

2.3 The Contract will consist of, in order of precedence: (i) the Confirmation of Registration; (ii) these sonnenConnect terms and conditions; and (iii) the Application Form.

3. Term

3.1 The Contract will commence on the date we issue you with a Confirmation of Registration (**Activation Date**) and will continue for the term specified in the Application Form, including any renewal periods (**Term**) unless otherwise terminated in accordance with these Terms and Conditions.

3.2 Your registration for sonnenConnect will automatically renew for additional periods as specified in the Application Form, unless the Contract is otherwise terminated by either party in accordance with clause 15.

4. Our Services

4.1 Our service offering to you (**sonnenConnect**) is as detailed below:

- (a) we will use the embedded software in your sonnenBatterie to remotely operate and manage the charge and discharge rate of electricity, and the network voltage of your sonnenBatterie(s);
- (b) this capability may, from time to time, enable us to offer separate services to third parties, including but not limited to AEMO, your Distributor and/or your Electricity Retailer (as applicable), from whom we may receive payment; and
- (c) we will pay to you Daily Credits as set out in clause 6 of this Contract.

5. Your Obligations

5.1 In order for us to provide you with sonnenConnect, you authorise us to:

- (a) remotely operate your sonnenBatterie, including to charge or discharge your sonnenBatterie, or maintain a state of charge, at any time, subject to your reserved Backup Capacity;

- (b) remotely access your sonnenBatterie in order to collect data in connection with your use of your sonnenBatterie and use it for our business purposes.

5.2 You acknowledge and accept that:

- (a) to the extent permitted by law, we will not be liable in any way for payment of any part of your electricity bill, or for credits that may be available to you including by way of feed-in tariffs; and
- (b) you may be contacted for the purpose of market research, but your participation in this activity will be at your discretion.

5.3 The parties' acknowledge that the obligations under this Contract do not involve the buying or selling of electricity. Your relationship with your Electricity Retailer is independent of your relationship with us and your participation in sonnenConnect does not create any relationship between us and your Electricity Retailer.

5.4 In order to receive Daily Credits, you also acknowledge and accept that you are responsible for and must maintain:

- (a) your own energy generating facilities;
- (b) the connection of your Supply Address to the electricity Distribution Network, and the provision of electricity distribution services to your Supply Address;
- (c) an arrangement with an Electricity Retailer for the supply of electricity to and/or from your Supply Address;
- (d) an internet connection at your Supply Address and to your sonnenBatteries, and the safety and security of this internet connection and the sonnenBatteries; and
- (e) satisfactory availability of your sonnenBatterie to us at all times.

5.5 You must promptly notify us if you become aware of any issue that affects, or may affect, your ability to comply with your obligations set out above in clause 5.1. You accept that non-compliance with clause 5.1 or this clause 5.5 may affect our ability to provide you with sonnenConnect and you will not hold us liable for such non-compliance.

5.6 In order to remain eligible for sonnenConnect you also agree that you will not, and you will not allow any third party to, access or use your sonnenBatterie for the same or similar purposes as those set out in clause 4.1.

5.7 You will forfeit your Daily Credit for each day or part of a day your sonnenBatterie is unavailable to us for any reason, including in accordance with clause 5.4 and also including but not limited to unavailability caused by or in connection with physical battery faults; communications faults and/or measurement faults.

5.8 We have the right to terminate this Contract immediately where:

- (a) your sonnenBatterie is unavailable for more than 10 days in any 30-day period;
- (b) your sonnenBatterie is unavailable for more than 30 days in any 365-day period;
- (c) you breach your obligations under clause 5.6; or

- (d) you otherwise fail to meet the Eligibility Requirements at any time.

6. Signup Bonus, Daily Credits and Monthly Payments

- 6.1 During the Term, we will pay you, as specified on the Application Form, for each day your sonnenBatterie is available to us for remote operation (**Daily Credit**).
- 6.2 The Daily Credit will be paid monthly in arrears in accordance with this clause 6 (**Monthly Payments**).
- 6.3 If indicated in the Application Form, we will pay to you a one-time signup bonus as part of your first Monthly Payment (**Signup Bonus**).
- 6.4 The Monthly Payment and one-time Signup Bonus referred to in this clause 6 will be the only compensation you are entitled to under this Contract.
- 6.5 You will be sent the Monthly Payments to your nominated bank account within one week from the last day of each calendar month you remain registered for sonnenConnect.
- 6.6 We will deliver to you Operations Reports which will consist of a description of any events where we have charged or discharged, or otherwise utilised your sonnenBatterie (**Operations Report**).

7. GST

The parties agree that all amounts payable under this Contract are expressed on a GST-exclusive basis. The parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under this Contract. In this clause 7, the terms "GST", "Taxable Supply" and "Input Tax Credit" have the meaning given in the GST Law.

If you are a GST registered business, we will issue recipient created tax invoices. You will not issue any invoices to us. Each party is registered for GST and will notify the other party if any party ceases to be registered for GST.

8. Privacy and Data

You agree that:

- (a) to provide you with sonnenConnect, we may need to collect, store, use, disclose or handle data which relates to your energy generation and usage, other data which is captured by your sonnenBatterie, and Personal Information;
- (b) we may collect, store, use, disclose or handle that data, and Personal Information, in accordance with our privacy policy which is available on our website (as updated from time to time); and
- (c) we may disclose such data and Personal Information to third parties for the purposes of providing sonnenConnect to you, and otherwise operating the sonnenConnect scheme.

9. Limitation of Liability

- 9.1 To the extent permitted by law, we will not be in breach of this Contract for a failure to carry out our obligations under this Contract to the extent our failure was caused by:
- (a) your failure to properly perform any of the activities described in the clauses 5.1 to 5.6; or
- (b) any other breach by you of this Contract.
- 9.2 Our total liability in connection with this Contract, whether based on warranty, contract, statute, tort (including negligence) or otherwise, is limited to the total Monthly Payments paid to you in the 6 months preceding the date the relevant claim arises.

- 9.3 We will not be liable under this Contract for:

- (a) loss of profit, loss of revenue, loss of savings, loss of data, loss of business opportunity, loss of contract, loss arising due to unavailability of the sonnenBatterie, loss that was not caused by our breach; or
- (b) any indirect, special, consequential or incidental damages.

10. Termination

- 10.1 We may terminate this Contract:
- (a) immediately in accordance with clause 5.8; and
- (b) at any time by providing 30 days' written notice to you.
- 10.2 You may terminate this Contract by providing 14 days' written notice to us.
- 10.3 Upon termination for any reason we will:
- (a) pay to you a final Monthly Payment in accordance with clause 6;
- (b) issue to you a final Monthly Report in accordance with clause 6.6; and
- (c) cease our operation of, and access to, your sonnenBatterie under this Contract.

11. General

- 11.1 This Contract contains the entire understanding between the parties concerning the subject matter of these terms and conditions and supersedes all prior communications.
- 11.2 The Contract is governed and construed by the laws of New South Wales, Australia. The parties agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- 11.3 If we are prevented or hindered or delayed in performing our obligations under the Contract due to an event or circumstance beyond our reasonable control, such non-performance shall not be considered a breach of the Contract for the duration of the event.
- 11.4 The failure of either party to enforce any provisions under the Contract will not waive the right of such party thereafter to enforce any such provisions.
- 11.5 If any term or provision of this Contract is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed and the remaining terms and conditions will be unaffected.

12. Interpretation and Definitions

- 12.1 In these Terms and Conditions, unless the context requires otherwise:
- (a) a reference to any party includes that person's executors, administrators, substitutes, successors and permitted assigns;
- (b) a reference to a legislative provision or legislation (including subordinate legislation) is a reference to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (c) a reference to "dollars" or "\$" is a reference to Australian dollars; and
- (d) the term "including" or other similar terms do not imply any limitation.
- 12.2 In this Contract:
- (a) **AEMO** means the Australian Energy Market Operator.

- (b) **Backup Capacity** means the sonnenBatterie storage capacity reserved by you for use in case of power outage(s).
- (c) **Confirmation of Registration** means our written confirmation to you that:
 - i. for customers with an existing sonnenBatterie, you have been verified and your Application Form has been accepted by sonnen; or
 - ii. for new customers, your sonnenBatterie has been installed, you have been verified and your Application Form has been accepted by us.
- (d) **Daily Credit** has the meaning given to the term in clause 6.1.
- (e) **Distribution Network** means the electricity network which supplies electricity to and from your Supply Address.
- (f) **Distributor** means the entity who operates the Distribution Network.
- (g) **Electricity Retailer** means an entity which is licensed or authorised to sell you electricity at your Supply Address in accordance with applicable law.
- (h) **Eligibility Requirements** means the ongoing requirements you must meet in order to maintain registration for sonnenConnect in accordance with clause 1.1 of these Terms and Conditions.
- (i) **GST Law** means GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any regulations made pursuant to that Act.
- (j) **Monthly Payment** has the meaning given to that term in clause 6.2.
- (k) **NEM** means the national electricity market, as that term is defined under the *National Electricity (South Australia) Act 1996*.
- (l) **Personal Information** has the meaning given to that term in the privacy Act 1988 (Cth).
- (m) **RCTI** means the tax invoice we issue on your behalf for our Monthly Payments to you in accordance with clause 1.
- (n) **Signup Bonus** means a one-time payment made by us to you per clause 6.3.
- (o) **Application Form** means a paper, electronic, or on-line form used to obtain your details and permission to participate in sonnenConnect.
- (p) **sonnenFlat** is an electricity tariff for sonnenBatterie operators offered by us via retailer partner Energy Locals Pty Ltd.
- (q) **Supply Address** means the address at which you operate your sonnenBatterie and at which you license or authorise an Electricity Retailer to sell you electricity.
- (r) **sonnenConnect** means our service offering to you as set out in clause 4.1.
- (s) **sonnenBatterie** means your sonnenBatterie system containing a minimum of 4 kWh of storage capacity, an inverter, an intelligent energy manager, measurement technology and embedded software.