

Green.com.au VPP is exclusively available through Diamond Energy and is an add-on to our readily available residential market offers. The following Green.com.au VPP Terms and Conditions can be read in conjunction with the Diamond Energy Small Customer Terms and Conditions (Market Contract) and form part of the Agreement between Diamond Energy (“us” or “we” or “our”) and an eligible Customer (“you” or “your”).

1. Eligibility Criteria for Green.com.au VPP

- 1.1 Unless otherwise agreed to by us in writing, to be eligible to participate in Green.com.au VPP, you must:
- (i) be a residential Customer with a Supply Address connected to the grid and located in NSW, VIC, SA or Qld (Energex only);
 - (ii) enter into an Agreement with us at the Supply Address;
 - (iii) not have an ABN on your account with us;
 - (iv) have or are purchasing a DE VPP Compatible Solar-PV-Battery System as specified on our website at the Supply Address with a Minimum Battery Usable Capacity of 5kW;
 - (v) have a smart meter with appropriate bi-directional interval metering and communications capability operating at the Supply Address;
 - (vi) have a broadband service connected at the Supply Address with an internet modem with a spare Ethernet port and with Wi-Fi connectivity;
 - (vii) allow us to have continued access and control the operation of the Solar-PV-Battery System at the Supply Address with our VPP Controller. For example, we may:
 - a) charge part or all of your Solar-PV-Battery System or discharge part or all of it to the national electricity grid at any time; and
 - b) preserve the capacity in the Solar-PV-Battery System so that it can be used for your consumption or discharge to the national electricity grid at times determined by us.
 - (viii) are not participating in another virtual power plant or equivalent program that allows another party to have continued access and control of the Solar-PV-Battery System at the Supply Address; and
 - (ix) not have occupants at the Supply Address that are registered to or intended to be registered to use or rely on your Solar-PV-Battery System in connection with lifesaving medical equipment or other critical needs.
- 1.2 If we are unable to confirm your eligibility, or if at any time, you fail to meet any one or more of the eligibility criteria, you will be unable to participate or you may lose your participation in the Green.com.au VPP and our readily available market offer will apply.

2. Your Obligations

- 2.1 In addition to maintaining Eligibility Criteria for Green.com.au VPP included in Clause 1, to receive Green.com.au VPP you must also meet the following ongoing obligations:
- (i) notify us immediately if any of your details or circumstances change, or if you no longer meet the eligibility criteria;
 - (ii) notify us if you add, or intend to add, additional solar generation or battery storage capacity at the Supply Address or if the Solar-PV-Battery System will be unavailable, and;

- (iii) take reasonable steps to maximise the generation of electricity by your Solar-PV-Battery System and the amount of sunlight it has access to, including keeping trees, bushes and hedges at the Supply Address trimmed.

- 2.2 If you do not meet Your Obligations, at our sole discretion, we may suspend any Green.com.au VPP credits we provide to you associated with this Agreement until we agree you are meeting those obligations to our satisfaction.

3. Our Green.com.au VPP Agreement to You

- 3.1 Subject to meeting Eligibility Criteria for Green.com.au VPP and Your Obligations and our confirmation that the VPP Controller is successfully activated and controlling the Solar-PV-Battery System at the Supply Address:
- (i) We agree to apply the following credits to your bills:
 - a) **Green.com.au VPP Credit of 82.19 cents/day** (including GST) for ongoing access and control of your Solar-PV-Battery System; and
 - b) **Overnight Export Credit** (cents/kWh) for electricity exported to the grid during the hours of 6pm overnight to 8am each day at **40 cents/kWh** (including GST).
 - (ii) We will make reasonable endeavours to:
 - a) Set the software we use as part of the Green.com.au VPP to optimise the charging of your battery and to maximise the storage of any excess electricity so that the battery charge is available when you typically use it; and
 - b) ensure that your power supply will not be interrupted when we access or control your Solar-PV-Battery System.
 - (iii) We will only access and discharge it in accordance with the preconditions of the manufacturers’ warranty and the user manual and installation guidance (to the extent applicable).

4. Your Agreement with Us

- 4.1 You agree to:
- (i) acknowledge that the software we use to control your Solar-PV-Battery System may require the installation of additional controller (“VPP Controller”), metering or communication devices that will remain Diamond Energy’s property. You agree we may install these at your Supply Address. We may remove them at any time. If we cause any damage when we do this, we will arrange for that damage to be repaired to the extent we caused it; and
 - (ii) acknowledge that our remote access and control may mean there will be less capacity available in the battery for your household usage from time to time.

5. General Terms

- 5.1 Unless otherwise notified by us in writing, the Green.com.au VPP add on continues for the period of your Agreement with us.
- 5.2 You may cancel your participation in the Green.com.au VPP at any time by notice to us.
- 5.3 If you have not paid your Diamond Energy bill, in full by the Due Date at our sole discretion, we may remove the Green.com.au VPP add and cancel your participation.
- 5.4 We reserve the right to end the Green.com.au VPP add on to you at any time, at our sole discretion by providing you written notice.
- 5.5 If your participation in the Green.com.au VPP is cancelled by you or by us, the Green.com.au VPP will be removed from your account at the end of a billing period to be notified by us. Whilst you remain a customer of us, you will continue to receive our readily available market offer in your region and we will notify you and any changes to your billing period.
- 5.6 Green.com.au VPP is not available with any Diamond Energy special or promotional offers, unless agreed in writing by us.
- 5.7 We may vary these Green.com.au VPP Terms and Condition by providing you notice.
- 5.8 The Solar-PV-Battery system requires a live connection to the electricity grid to operate correctly. Where the Solar-PV-Battery System is not available, shutdown or deactivated for any period of time, you may not receive any Green.com.au VPP add on credits, discounts or other benefits.
- 5.9 Subject to Clause 2 and Clause 4, we accept liability to you to the extent we cause that loss or damage because we breach this Agreement. However, to the extent permitted by law, we're not liable to you for any:
 - (i) loss or damage in connection with or arising out of this Agreement, including our control or access to the Solar-PV-Battery System;
 - (ii) Excluded Loss;
 - (iii) loss or damage to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss or damage.
- 5.10 We must comply with the regulatory requirements which apply to us in connection with this Agreement.

Contact Details

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