

SENEC.Cloud is an add-on to our readily available market offers and is only available through SENECAustralia Pty Ltd (ABN 16 125 261 029) ("SENEC"), a Diamond Energy Referral Agent. The following SENECAustralia 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 Pty Ltd (ABN 97 107 516 334) ("us" or "we" or "our") and an eligible Customer ("you" or "your").

1. Eligibility Criteria

- 1.1 Unless otherwise agreed to by us in writing, to be eligible to participate in SENECAustralia, you must:
 - (i) be a residential home owner with a Supply Address connected directly to the grid, located in NSW, VIC, SA or Qld (Energex, only);
 - (ii) enter into an Agreement with us at the readily available single rate market offer for supply of electricity applicable to your Supply Address, billed quarterly under our Small Customer Terms and Conditions (Market Contract);
 - (iii) have a new Solar-PV-Battery System with greater than or equal to 6kWp DC panels and a SENECAustralia Home V3 Hybrid 10 Storage System with 9 kWh battery storage capacity installed in the last 30 days at the Supply Address;
 - (iv) have a smart meter with appropriate bi-directional interval metering and communications capability operating at the Supply Address;
 - (v) not have an ABN;
 - (vi) have a broadband internet service connected at the Supply Address with an internet modem with a spare Ethernet portal and with Wi-Fi connectivity; and
 - (vii) 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 you do not meet any one or more of the eligibility criteria you may lose your participation in the SENECAustralia and our readily available market offer will apply to you.

2. Your Obligations

- 2.1 To maintain your eligibility, you must meet the following ongoing obligations:
 - (i) Agree to allow SENECAustralia to set your Solar-PV-Battery System to self-sufficiency mode, and agree to not allow any third party to control your Solar-PV-Battery System
 - (ii) let us know immediately if any of your details or circumstances change, or if you no longer meet the eligibility criteria;
 - (iii) let us know 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;
 - (iv) if you move or sell the Supply Address, provide us with contact details for the incoming resident or purchaser;
 - (v) take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
 - (vi) acquire broadband services at the Supply Address with an internet modem with a spare Ethernet portal and with Wi-Fi connectivity and allow us to use your broadband services in connection with this Agreement;
 - (vii) comply with the regulatory requirements that apply to you in connection with this Agreement;
 - (viii) take reasonable steps to maximise the generation of electricity by your solar system and the amount of

sunlight it has access to, including keeping trees, bushes and hedges at the Supply Address trimmed;

- (ix) not omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of your Solar-PV-Battery system. This includes not erecting or modifying any building or structure (for example, an air conditioner unit or aerial) that would shade it;
 - (x) maintain the Solar-PV-Battery System and use reasonable endeavours to ensure they are fully operational at all times;
 - (xi) notify us if you identify a fault or problem with your Solar-PV-Battery System within 2 Business Days (in case we have been unable to identify it); and
 - (xii) take reasonable steps to ensure that all faults or defects with the Solar-PV-Battery System are repaired or rectified promptly.
- 2.2 If you do not comply with your obligations under Clause 2.1, at our sole discretion, we may suspend any credit or benefit we provide to you until you comply with those obligations to our satisfaction.

3. Our Agreement to You

- 3.1 Subject to you continuing to meet your obligations, we agree to:
 - (i) provide you with a credit for your SENECAustralia Usage on your quarterly bill. The SENECAustralia Usage credit will be applied at a rate equal to the applicable Diamond Energy Standard Market All Day Rate 2. The volume of energy consumed from the SENECAustralia will be no more than the lesser of your exported electricity to the grid (kWh) over the most recent quarterly billing period and the base quarterly SENECAustralia Base Package volume allowance, 500kWh, plus any additional SENECAustralia energy packages, +125kWh, purchased by you;
 - (ii) charge a daily SENECAustralia 125 Add-on charge included on your quarterly bill (if any);
 - (iii) charge a daily SENECAustralia 125 Add-on charge for additional SENECAustralia energy packages (to a maximum of +500kWh) that you opt-in for in writing, included on your quarterly bill;
 - (iv) charge you a SENECAustralia initialisation fee (if any).

4. Your Agreement to Us

- 4.1 You agree to:
 - (i) Maintain an agreement with us on the readily available single rate or flat rate market offer applicable to your Supply Address, billed quarterly;
 - (ii) transfer your entitlement to be paid any Feed-in Credit to us. You may cancel your election to participate in the SENECAustralia at any time by notice to us;
 - (iii) our Feed in Rate: Diamond Energy Standard Feed-in Rate will apply to your electricity account. Any surplus Solar-PV-Battery System electricity not consumed will be exported to the electricity grid and will receive the Feed-in Rate: Diamond Energy Standard Feed-in Rate and will be included on your invoice as a credit amount. An equivalent amount will be also deducted from each

- invoice which may appear as SENECloud Feed-In Charge;
- (iv) be billed quarterly (or part thereof) for the duration of the SENECloud, unless otherwise agreed in writing by us;
 - (v) acknowledge and understand that from the Commencement Date (which is the date you start participating in the SENECloud) until the earlier of the cancellation of your election to participate in the SENECloud or the end of the SENECloud, you will not be eligible for our pay on time, direct debit and renewable energy reward discounts;
 - (vi) your name, the Supply Address, and your contact details, are the "Data" which is shared to enable your participation in the SENECloud;
 - (vii) authorise us to release the Data to the Referral Agent or their Nominated Party, and consent to the Referral Agent and their Nominated Party using your Data to deliver the SENECloud program, including analysing the Data, and that SENECloud may use your Data to deliver marketing messages to you. You acknowledge that this authorization is irrevocable while you are participating in the SENECloud. You may opt out of receiving marketing messages from SENECloud at any time;

5. General Terms

- 5.1 The SENECloud add on ends on the 31st December 2023, after which you will remain our customer on our readily available market offer, unless otherwise agreed in writing by us.
- 5.2 We reserve the right to end the SENECloud add on to you at any time, at our sole discretion, by providing you notice after which you will remain our customer on our readily available market offer, unless otherwise agreed in writing by us.
- 5.3 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 SENECloud credits.
- 5.4 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;
 - (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.
- 5.5 We must comply with the regulatory requirements which apply to us in connection with this Agreement.
- 5.6 We are a licensed electricity retailer. You can contact the Referral Agent (SENECloud) regarding any issue relating to the Solar-PV-Battery System, under the SENECloud.

6. Variation to Terms

- 6.1 We may vary this Agreement by 1 months' notice to you pursuant to clause 2.2;
 - (i) if a Change of Law which affects this Agreement or our performance of it occurs; or

- (ii) if there is no detriment to you; or
- (iii) if there is material detriment, if you agree to the change by not terminating this agreement after we give you notice.

7. Termination

- 7.1 You may only end this Agreement if:
 - (i) you give us written notice; or
 - (ii) we give you notice of a proposed variation to this Agreement which has a detriment to you and you do not accept that variation by terminating this Agreement.
- 7.2 We may end this Agreement if:
 - (i) you breach this Agreement;
 - (ii) you sell or move out of the Supply Address;
 - (iii) you no longer meet the eligibility criteria; or
 - (iv) you are breach of your obligations; or
 - (v) by giving you 5 days notice if we decide to; withdraw; or not continue; or not to offer; SENECloud or a similar ongoing product, to you.

8. Additional Definitions

- 8.1 Solar-PV-Battery System means the solar, battery, inverter system with controller and metering installed at your Supply Address
- 8.2 Excluded Loss means:
 - (i) loss of profit, revenue or anticipated savings;
 - (ii) loss or denial of opportunity;
 - (iii) loss of access to markets;
 - (iv) damage to credit rating or goodwill;
 - (v) financing costs;
 - (vi) special, incidental or punitive damages; or
 - (vii) any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence or breach of law or contract).

Contact Details

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Effective Date: 1 May 2022