

## Peak Demand Notification Subscription Service Terms and Conditions

If your application for Synergy's Peak Demand Notification Subscription Service (**Service**) is accepted, Synergy will send you notifications about predicted Peak Demand Days by email in accordance with these terms and conditions.

Peak Demand Days are the four days that have the highest maximum demand in the South West Interconnected System between 1 December and 31 March each year and are used by the Australian Energy Market Operator to determine the 12 Peak Trading Intervals.

The Service is offered free of charge by Synergy in its sole discretion.

Synergy may:

- a. refuse to approve an application for the Service; or
- b. change the terms of the Service; or
- c. cancel, change or restrict the Service of any person at any time,

in Synergy's sole discretion.

The Service is a pilot product offering and may only be available for a limited time at the sole discretion of Synergy.

### What you need to know

2. By applying for the Service, you accept these terms and conditions and agree:
  - a. to receive notifications of predicted Peak Demand Days and associated communications (together **Peak Demand Day Communications**) from Synergy to your Nominated Contacts (as advised by you);
  - b. that Peak Demand Day Communications include, but are not limited to:
    - i. notifications advising you in advance of predicted Peak Demand Days;
    - ii. notifications advising you on days when system demand is high; and
    - iii. notifications advising you of withdrawals of predicted Peak Demand Day notifications previously provided;
  - c. that Peak Demand Day Communications are distributed solely for information purposes and general guidance only and are not intended as advice of any kind and should not be relied on as such;
  - d. that Peak Demand Day Communications will cease when Synergy terminates your subscription to the Service or when Synergy notifies you it will no longer provide the Service;
  - e. that all information received by you and your Nominated Contacts in relation to the Service, including Peak Demand Day Communications, these terms and conditions is confidential (**Confidential Information**); and
  - f. that you and your Nominated Contacts will keep confidential all Confidential Information, except to the extent (if any) you or your Nominated Contacts are required by law to disclose any Confidential Information.

3. These terms and conditions apply separately and in addition to the terms and conditions of any electricity supply agreement you have with Synergy, Synergy's Website Terms of Use and the My Account Terms and Conditions, and do not vary, waive or replace any of those terms or conditions in any way.

#### Making changes

4. If you want to make changes to your Service, including adding or removing Nominated Contacts or opting out of the Service, you can do this at any time by contacting Synergy via your business account manager or on 13 13 54.

#### Synergy's responsibilities

5. You acknowledge that while Synergy will endeavour to deliver Peak Demand Day Communications to your Nominated Contacts as and when they are available, there may be events or circumstances beyond Synergy's control which means that Peak Demand Day Communications cannot be delivered to your Nominated Contacts.

#### Exclusions and Limitations

6. While reasonable efforts are taken in compiling Peak Demand Day Communications, neither Synergy nor any of its officers, agents, contractors or employees makes any warranty, guarantee or other representation as to the accuracy, completeness or currency of any Peak Demand Day Communications or that Peak Demand Day Communications are free from errors or omissions, and any reliance by you on Peak Demand Day Communications or the Service is entirely at your own risk.
7. The Peak Demand Day Communications and any associated information, services and material are provided by Synergy to you solely for information purposes. To the maximum extent permitted by law, Synergy (and its officers, agents, employees and contractors) will not be liable to you (or any of your officers, agents, contractors or employees) for any direct or indirect loss or damage (including without limitation consequential loss or damage, loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill and loss due to delay) however caused (including without limitation due to breach of contract, negligence and/or breach of statute) which may be suffered or incurred or which may arise from or in connection with the provision of the Service, the delivery of, or failure to deliver, Peak Demand Day Communications or anyone relying on the Peak Demand Day Communications.
8. All conditions, warranties and guarantees in relation to any matter (including any rights of recovery or to compensation) in relation to the Peak Demand Communications or the Service, whether or not implied by law, are, to the maximum extent permitted by law, excluded.
9. Synergy does not represent or warrant that the Peak Demand Day Communications and any other information or material contained in, downloaded or accessible from the Peak Demand Day Communications, or by the provision of the Service, is free from computer viruses (including macro viruses) or any other defect or error which may affect your software or systems. You should protect your software and systems by installing and implementing your own security checks and systems.

General

- 10. Synergy may cancel, amend or replace these terms and conditions and the Service in its sole discretion. If Synergy does, it will give you notice of the change and the date from which the change will apply (at Synergy’s sole discretion) by email to each of your Nominated Contacts.
- 11. Synergy collects, uses and discloses personal information as set out in Synergy’s Privacy Policy available at synergy.net.au/privacy\_policy.
- 12. These terms will be governed by the laws of Western Australia.

Nominated Contacts

13. Your Nominated Contacts are those listed below.

|   | First name | Surname | Role | Contact email |
|---|------------|---------|------|---------------|
| 1 |            |         |      |               |
| 2 |            |         |      |               |
| 3 |            |         |      |               |

14. You are responsible for advising of any changes to your Nominated Contacts and ensuring the information held by Synergy in relation to your Nominated Contacts is accurate, complete and up to date.

By applying for the Service you warrant that you are authorised to enter into this agreement on behalf of the business you represent and acknowledge, agree and accept these terms and conditions and agree to take all necessary steps to keep Confidential Information confidential.

*Company:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Position:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_