

## Terms and Conditions

Thank you for supporting your local not-for-profit organisation, Geni.Energy (referred to as *we*, *our*, or *us* in this Terms and Conditions) on your renewable energy journey!

Before we connect you with our specialised providers, to get you started on reducing your carbon footprint and saving on your electricity bill, there are a few things you need to know. Please make sure you read these Terms and Conditions before making any decision to engage our third party providers, including solar panel and battery technology manufacturers and installers (**Providers**). The Providers own, control, or make available solar panel, battery technology, software or other products (**Products**) that you may be referred to through our services.

### Our Services

Geni.Energy provides community facing services for renewable energy project development in the Northwest NSW region. We provide guidance on renewable energy solutions tailored to your needs. Where applicable we can connect you with Clean Energy Council Accredited Providers. These Providers utilise brands of technology (with that brand's associated warranties) along with providing engineering, design, and installation services. Geni.Energy will continue to support you through the entire process and beyond.

Our services (**Services**) are currently made available to you for your personal, non-commercial use, free of charge. We do not guarantee that access to our Services, or any content we provide (including on our website), will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of the Services without notice to you.

### Consumer Information

By agreeing to these Terms and Conditions, you agree to let us access the consumer information that is relevant to you. Consumer information (**Consumer Information**) includes: name and contact details, electricity generation data, NMI number, storage and consumption and electricity costs, which may be obtained through your electricity bill and/or your raw electricity data. Consumer Information could also include information collected during the site assessment such as house location, roof size, electrical wiring, transformer location. This Consumer Information may be provided to the Provider and third parties such as Essential Energy in connection with our Services.

Following installation of the Products, the Provider is responsible for the Products and all associated contracts as set out below. Upon your request, Geni.Energy may provide assistance in accessing, and maintaining your Consumer Information relating to the Products.

### We Do Not Sell Solar Panels or Battery Technology

Our Services include referring prospective customers to solar panel, battery technology and other renewable and battery technology manufacturers, software, and installers. That may include comparisons between different offers for solar panels, batteries, software, and installation. We do not provide, own or control any of the Products that you may be referred to through our Services. The Products are owned, controlled or made available by third party Providers, either directly (eg a solar panel manufacturer) or through an installation party (eg a consultant who will procure and install the solar panel/battery on your behalf).

The Providers are responsible for the Products and all associated contracts. The purchase of a Product will solely be made with the relevant Provider. The Provider's terms and policies apply to you, so you must agree to and understand those terms. Your interaction with any Provider, facilitated through our referral, is at your own risk, and, to the fullest extent permitted by law, and subject to these terms, we do not have any responsibility should anything go wrong with your Products (including, but not limited to, their installation and operation). We have no control over the Products or Providers. To the fullest extent permitted by law, we make no representations as to, and are in no way responsible or liable for, the accuracy, quality, completeness, reliability, timeliness or trustworthiness of the Products or Providers, and we have no influence over such Products or Providers. We do not guarantee that the Provider's details, in particular the prices quoted by them, will be updated in real time or that a particular Product will be available. As a result, the price displayed by a Provider may not correspond to that represented by us.

### **Commission**

Under law, we are required to disclose to you that we receive a commission fee from our Providers for connecting you to them to supply and install the Products. Geni.Energy is a not-for-profit organisation, and this fee is used to help us continue to promote renewable electricity technologies in the Northwest NSW region.

### **Limited Providers**

You should be aware that when choosing solar and battery Products and Providers to connect you with, we select from a limited list of Providers rather than from the whole market. This is because we have developed relationships with these Providers, specifically to bring more renewable power technology to the Northwest NSW region

### **Limitation of Liability**

Nothing in these Terms and Conditions restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Australian Competition and Consumer Act 2010* (Cth).

We do not manufacture, supply or install the Products, and we accept no liability for any defect, fault or other problem with any of the Products supplied. As part of the referral process, you will enter into an agreement directly with our Providers and any complaint or claim you wish to make regarding the Products will be made against them.

We make no representations about the suitability of the Products or the Providers for any purpose. Our referral of a Product or a Provider does not in any way imply, suggest, or constitute any endorsement, sponsorship or approval of such Product or such Provider, or any affiliation between such Provider and us. Different Products are suited to different needs, and we recommend that you consider whether a Product or a Provider is right for you before choosing that Product or a Provider.

We disclaim all warranties and conditions with regard to any Product or any other information provided by us, including all implied warranties, and conditions of merchantability, fitness for a particular response, title and non-infringement.

To the fullest extent permitted by law, and subject to these terms, we shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to or use of the Products or a Provider whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if we have been advised of the possibility of such damages.

### **Amendments**

We may amend these Terms and Conditions from time to time to comply with any regulatory requirements or if there are changes to our business practices. We will try (where reasonably possible) to notify you of any material changes to these Terms and Conditions.

### **Jurisdiction**

These Terms and Conditions are governed by the laws in force in New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning these Terms and Conditions.