



Discover Energy

Online Services Terms and Conditions

Terms and Conditions

As of 15th December 2021

1. About this Agreement

- a. This Agreement regulates you (or your third party) and Discover Energy (us, we, or our) in relation to your access to the use of the Discover Energy Online Services, including but not limited to:
 - i. My Account
 - ii. DE mobile applications
 - iii. DE VPP services
 - iv. DE Insight
 - v. Intellipower
 - vi. Any other Online system or service.
- b. Any of these services may allow you to view and operate certain Discover Energy products and services that have been linked to your My Account profile.
- c. This Agreement sets out the terms and conditions on which we agree to provide you access to use of the Discover Energy Online Services. Other terms and conditions contained in our Market, Standard, VPP, Energy Offer Terms and Conditions, and our Privacy Policy available on our website discoverenergy.com.au also form part of our agreement with you. Please read them carefully.

2. General

- a. You must comply with all applicable laws when accessing and using Discover Energy Online Services and you must not do, nor allow anyone else to do, anything with Discover Energy Online Services which is not permitted under this Agreement.
- b. For you to use the Discover Energy Online Services, you are required to have a compatible computer system, mobile phone or handheld device, internet access, and the necessary minimum specifications which may vary from time to time.
- c. You acknowledge and agree that:
 - i. software or hardware (including computers, systems, or other devices) that you use to access or use Discover Energy Online Services is your sole responsibility and under your control. It must be operating properly, free from malicious codes or threats including viruses, and must not interfere with or interrupt any services provided by Discover Energy Online Services;
 - ii. Discover Energy are not responsible for your internet network, computer, mobile phone, or data, including its set-up, usage, maintenance, or costs (including data usage costs) associated with your use of Discover Energy Online Services;
 - iii. we may be required to test or perform maintenance on Discover Energy Online Services and any associated equipment, hardware, and/or software used to provide Discover Energy Online Services from time to time, which may result in downtime or suspension of Discover Energy Online Services. To the extent permitted by law, we have no liability for any loss whatsoever arising from or in connection with such testing or maintenance action.

- d. Your access and use of Discover Energy Online Services will cease if:
 - i. you breach any terms and conditions of this Agreement; or
 - ii. you end your Market or Standard Retail Agreement with Discover Energy; or
 - iii. we are instructed to block access by a public trustee or state authority; or
 - iv. for any other reason we consider to be reasonable.

3. Intellectual property

- a. All intellectual property rights in Discover Energy Online Services belong to us. We grant to you, and you accept, a non-exclusive, non-transferable limited licence to use Discover Energy Online Services strictly in accordance with this Agreement.
- b. You agree that upon creation of any documents or information which contain Intellectual Property Rights under this agreement, ownership is transferred to and vests absolutely in us.
- c. You must not breach an obligation to another person in respect of intellectual property rights or infringe any intellectual property rights of another person.

4. Liability

- a. You may be entitled to consumer guarantees under the Australian consumer laws in connection with our supply of Discover Energy Online Services under this Agreement. Nothing in this Agreement is intended to exclude, restrict or modify the application of those guarantees.
- b. Subject to sub clause (a) and to the extent permitted by law:
 - i. we will not be liable for any loss which you pay, suffer, incur, or are liable for any reason, including as a result of delay, any act, advice, matter or thing to be done by us, our employees, or contractors in any way connected with or arising out of this Agreement;
 - ii. you will be liable for, and you indemnify us against any loss which we pay, suffer, incur or are liable for in connection with any breach of this Agreement, or negligence, by you or as a result of us exercising our rights under this Agreement;
 - iii. we will use reasonable care in providing Discover Energy Online Services to you, however we cannot guarantee that Discover Energy Online Services will always be free from faults;

5. Variations and additions

- a. We may modify, upgrade, add or make other changes including removing some services to the Discover Energy Online Services from time to time at our absolute discretion
- b. Variations to this Agreement may be made by Discover Energy from time to time. We may provide notice of varied terms by using your contact details or post such variations in the Discover Energy Online Services. If you do not agree with all the varied or additional terms, then you must discontinue use immediately.

6. Accuracy of information

- a. Discover Energy Online Services provides access to your energy profile, including energy usage volumes and charges for your historical billing periods, and energy usage volumes for your current period for smart meters. Usage charges, account balances, generation, battery capacity, and other information displayed are indicative and should be used as a guide only. Such information may use delayed data, assumptions, or be based on estimates. Information provided in the Discover Energy Online Services may differ from your final bill and does not replace your actual bill. Without limiting data delays:
 - for smart metered accounts, data may be delayed by a minimum of 24hrs;
 - for non-smart metered accounts, data may be delayed until your next bill is issued.
- b. By using Discover Energy Online Services, you agree that the data made available is indicative only and is not your actual data that will appear on your bill.
- c. To the extent permitted by law, we accept no liability for:
 - i. any errors in, or omissions from, any information referred to or made available in Discover Energy Online Services; and
 - ii. liability for any loss suffered or incurred by you or any person arising from or in connection with the person placing any reliance on the information or its accuracy.

7. Termination

- a. We may terminate this Agreement or suspend your account (and any related accounts) and your access to Discover Energy Online Services at any time with a 7 days' notice.
- b. Without limiting the following, if, in our opinion, you engage in any unlawful or dishonest activity (including if you breach your obligation under this Agreement) we may withhold or suspend our performance of this Agreement immediately, without affecting our accrued rights and obligations.

- c. We may terminate this Agreement or suspend your account (and any related accounts), and your access to Discover Energy Online Services at any time without notice if we have been directed to do by a trustee or by law.

8. Security:

- a. You must keep your login details secure and ensure that your contact details are updated and reviewed for any updates we may send you.
- b. If you store credit card details on your device, please protect your security accordingly.

9. Governing law

- a. These terms and conditions are governed by the laws of the Australian State in which your premises are located in.

10. Payments

- a. If you are using a payment facility available in Discover Energy Online Services, these terms and conditions apply to you.
- b. If we are unable to successfully process your payment for reasons beyond our control, then we may notify you of the dishonour and this may impact some or all discounts applicable to your offer and you may incur a dishonoured payment fee. (Energy Offers may have an eligibility requirement that payment is received via a specified payment facility).
- c. You must not pay, or attempt to pay, through any fraudulent or unlawful means.
- d. Certain payment services such as BPAY or Wechat Pay are provided by financial institutions and other third-party service providers and not by us. Your access to and conditions of use of such services may be limited in accordance with the terms of use published by the third-party provider.
- e. Regarding payments by Credit Card:
 - i. you provide permission that we may store credit card information securely within your Discover Energy Online Services account; and
 - ii. a fee applies for payments made on credit card payments of 1%; and
 - iii. you acknowledge that while most credit card payments will reach your account within 24hrs, some payments may take up to 2 business days to reach your account.

11. In this Agreement Discover Energy means,

Discover Energy (ABN 20 619 204 750) of Suite 2001, Level 20/111 Pacific Highway, North Sydney, NSW 2060

12. Privacy Policy

- a. Discover Energy may request personal information to process your payment or verify your identity. Failure to provide the information may mean Discover Energy is unable to complete your request. Your personal information will be handled in accordance with Discover Energy [Privacy Policy](#), otherwise as required by law. You may access your personal information or to obtain a copy of Discover Energy [Privacy Policy](#) by contacting Discover Energy during business hours on 1300 946 898 or you can view it on our website www.discoverenergy.com.au