

1. About These Terms

These Terms and Conditions govern your access to and use of Discover Energy's online services, including:

- MyAccount
- Mobile applications
- Virtual Power Plant (VPP) services
- Energy insights and monitoring tools
- Any other digital platforms or services we provide

These terms operate alongside your energy agreement, Privacy Policy, and other applicable terms.

2. Eligibility and Access

To use our online services, you must:

- Be a Discover Energy customer (or authorised user)
- Provide accurate and up-to-date information
- Have compatible devices and internet access

You are responsible for ensuring your systems are secure and suitable for accessing our services.

3. Acceptable Use

You must not:

- Use the services unlawfully or fraudulently
- Interfere with system security or performance
- Attempt unauthorised access to systems or data
- Upload or transmit malicious code

We may suspend or restrict access if you breach these terms.

4. Account Security

You are responsible for:

- Keeping your login credentials secure
- Not sharing your account access
- Notifying us immediately of any unauthorised access

We may require identity verification before granting or restoring access.

5. Availability of Services

We aim to provide reliable online services, but we do not guarantee uninterrupted access.

Services may be unavailable due to:

- Maintenance or upgrades

- System outages or technical issues
- Events outside our control

We will take reasonable steps to minimise disruptions.

6. Accuracy of Information

Information provided through our online services (such as usage data, billing estimates, solar generation, or battery data):

- Is indicative only
- May be delayed, incomplete, or based on estimates
- Does not replace your official bill

For example:

- Smart meter data may be delayed by at least 24 hours
- Non-smart meter data may only update at billing

You should rely on your bill as the authoritative record.

7. Payments via Online Services

If you use our online payment facilities:

- Payments must be authorised and lawful
- Third-party payment providers (e.g. BPAY, digital wallets) have their own terms
- Credit card fees may apply (as disclosed at the time of payment)
- Payment processing times may vary

We are not responsible for delays caused by third-party payment providers.

8. Fees and Charges

We will clearly disclose:

- Any applicable transaction fees
- Payment method conditions
- Impacts on discounts (e.g. failed payments)

9. Intellectual Property

All intellectual property in our online services remains owned by Discover Energy or its licensors.

You are granted a limited, non-transferable licence to use the services for personal use only.

You must not:

- Copy, modify, or distribute content
- Reverse engineer systems
- Use our services for commercial purposes without permission

10. Privacy and Data

We collect and handle your personal information in accordance with our Privacy Policy.

We may collect data such as:

- Usage and device information
- Account activity
- Energy consumption data

This helps us improve services and meet regulatory obligations.

11. Suspension and Termination

We may suspend or terminate access if:

- You breach these terms
- Your energy account ends
- Required by law or regulator
- We reasonably suspect fraud or misuse

Where appropriate, we will provide notice.

12. Changes to Services and Terms

We may:

- Update or modify online services
- Add or remove features
- Change these Terms and Conditions

We will notify you of material changes where required by law.

Continued use of the services constitutes acceptance of updated terms.

13. Liability and Consumer Rights

Nothing in these terms excludes your rights under the **Australian Consumer Law**.

To the extent permitted by law:

- We are not liable for indirect or consequential loss
- We are not responsible for:
 - Third-party services
 - Your device or internet failures
 - Reliance on indicative data

Our liability is limited to the extent permitted by law.

14. Security and Fraud

You must:

- Take reasonable steps to protect your devices and data
- Avoid storing sensitive information insecurely
- Notify us immediately if you suspect fraud

We may take action (including suspension) to protect accounts and systems.

15. Governing Law

These terms are governed by the laws of the Australian state or territory where your premises is located.

16. Contact Us

If you have questions about these terms:

Discover Energy Pty Ltd

Phone: 1300 658 519

Website: www.discoverenergy.com.au