

Terms and Conditions for use of SA Power Networks Smart Applications ('SmartApps')

Please read these terms and conditions of use carefully before using SmartApps. In these terms and conditions, "you" and "your" refer to you, the person accessing SmartApps, in your personal capacity, on behalf of the entity, organisation or agency you represent, and in your capacity as an authorised agent for an SA Power Networks customer ("the Customer") (if applicable).

If you do not agree to these terms and conditions, then you are not authorised to access or use SmartApps.

SmartApps refers to the applications accessed through our website for the purpose of embedded generation management. SmartApps (as may be updated, upgraded and modified from time to time) provides the ability for approval, commissioning and monitoring functionality for embedded generation connecting to SA Power Networks distribution network.

1. Users

Only registered users may access SmartApps. Users must be 18 years old unless their organisation administrator authorises an exemption.

If you are applying to be a user on behalf of the Customer or an organisation, you warrant that you have the authority to make the application and to bind that Customer or organisation to these terms and conditions. You warrant that the information provided in the application form is true and correct. SA Power Networks may accept or reject applications at its discretion. Once you have received the letter of confirmation from SA Power Networks that contains your username, you may use SmartApps. You have access to your contact information via SmartApps, such as your phone number and organisation name. It is your responsibility to ensure your contact information is accurate at all times

2. Username and password

You are responsible for the confidentiality of your username and password. You should not give your username and password to another person. You must notify SA Power Networks immediately upon becoming aware of any breach of confidentiality concerning a username

or password. You are responsible for any use of SmartApps under your username and password, whether you authorise it or not.

You acknowledge that you will only access SmartApps using the username and password provided to you by SA Power Networks. SA Power Networks may change the password provided to you at any time without prior notice.

3. Access

By using SmartApps you acknowledge and agree that:

1. you will not use SmartApps for any purpose which is illegal;
2. you will take all reasonable measures to protect the security of your username and password to enable you to access SmartApps, so that these details do not become known to any other person who is not an Authorised User;
3. you will not breach or circumvent any security or authentication measures of SmartApps or any other system, network or server connected to SmartApps, nor attempt to do so;
4. you will not use any software, process or other means to interfere with the working of SmartApps in any way; and
5. you will only use SmartApps for the purposes specified by SA Power Networks.
6. you will not create new accounts to circumvent the rules and consequences of DER Compliance.

4. Monitoring your use of SmartApps

In order to operate SmartApps effectively and in accordance with applicable laws and these terms and conditions, SA Power Networks may monitor and record your use of SmartApps.

In using SmartApps, SA Power Networks will collect personal information about you.

SA Power Networks will store and handle your personal information in accordance with SA Power Networks' Privacy Policy, which can be found on SA Power Networks' website at this link: [Privacy Policy](#)

By using SmartApps, you acknowledge and agree to be bound by SA Power Networks' Privacy Policy.

5. SmartApps Content

All information, documents and material ("Material") contained on SmartApps are provided "as is" and for information purposes only. SA Power Networks takes no responsibility and makes no representations, either express or implied, as to quality, accuracy, reliability or credibility of the Material.



SA Power Networks takes no responsibility whatsoever for the accuracy or truthfulness of any Material supplied by third parties. You acknowledge and agree that SA Power Networks is not obliged to screen or take any active steps to verify the Material supplied by any third party.

6. SmartApps Operation

You must take your own precautions to ensure that accessing SmartApps does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. SA Power Networks cannot and does not accept responsibility for any interference or damage to your computer systems (including viruses, malicious computer code or other forms of interference) which arises in connection with your use of SmartApps.

SA Power Networks cannot and does not guarantee that access to SmartApps will be uninterrupted or error free. SA Power Networks reserves the right to withdraw access to some or all of the parts or pages on SmartApps at any time without notice and accepts no responsibility or liability for these parts or pages not being available.

7. Limitation of Liability for SmartApps

SA Power Networks, its agents, instrumentalities, officers or employees will not, under any circumstances (including negligence), be liable, or accept responsibility, for any compensatory, special, incidental, direct, indirect or consequential damages of any kind, liabilities, claims and expenses, however caused, (including but not limited to legal costs and defence or settlement costs), or any damages for loss of data, profit or income or any other losses whatsoever that result from the use of SmartApps, or reliance on, information contained on or accessed through SmartApps (including but not limited to the Material), whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions by SA Power Networks.

If any goods and/or services are supplied by SA Power Networks under these terms and conditions to a consumer within the meaning of the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("ACL"), nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the ACL, provided that, to the extent that the ACL permits SA Power Networks to limit its liability, then SA Power Networks' liability is limited to:

1. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and



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2. in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

8. Indemnity

You agree to indemnify and hold harmless SA Power Networks and each of its agents, instrumentalities, officers and employees, and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from:

- any loss or liability arising from your use, or the use by any Authorised User, of SmartApps or Materials;
- any suspension, interruption or termination of your access, or the access of any Authorised User, to SmartApps or Materials;
- any breach by you or an Authorised User of these terms and conditions;
- reliance by you or an Authorised User on any information obtained through SmartApps (including, but not limited to, any Material); and
- access to and/or use of SmartApps by you or an Authorised User.

9. Website Maintenance

From time to time, SA Power Networks may need to undertake maintenance on SmartApps that could result in the loss of access to some or all functionality of SmartApps. Although SA Power Networks will use reasonable endeavours to minimise the inconvenience of any such downtime, the general warranties and disclaimers and the limitations of liability in these terms and conditions apply equally to any costs, losses or damage that may result regardless of whether such costs, loss or damage may have been foreseeable or not.

10. Intellectual Property

1. Subject to your compliance with these terms and conditions, and subject to clause 10(e), SA Power Networks grants you a revocable, limited, royalty-free, non-transferable, non-exclusive licence to use the Material solely for the purpose of your dealings with SA Power Networks. However, the Material must not be reproduced, stored in any way (including on any other website), given to any other person or included in any way into another document or other material without obtaining the prior written permission of SA Power Networks.
2. All rights, including copyright, in SmartApps and its contents are owned by SA Power Networks. Except as referred to in clause 10(a) or otherwise permitted under the Copyright Act 1968 (Cth) or any other applicable law in your location, you may not adapt, reproduce, publish or distribute copies of any information or Material contained or available on SmartApps (including, but not limited to text, logos, graphics, photographs, video clips, trade marks, garment graphics, sounds or images) in any form (including by e-mail or other electronic means).
3. No transfer: No intellectual property rights or other rights in and to the information and Material on SmartApps are transferred to you.



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4. Marks of Ownership: Except as otherwise permitted by these terms and conditions, you must not alter or allow the alteration of any marks of ownership, copyright, patent, trademark or other mark of a right included on SmartApps.
 5. Termination: Upon termination for any reason of the licence granted by SA Power Networks to you in accordance with clause 15, you immediately lose all rights to use or access SmartApps and must return or destroy all Material in your possession or control, including any data. At SA Power Networks' request, you must procure one of your officers to certify to SA Power Networks that all Material has been so returned or destroyed.

11. Amendment

When SA Power Networks makes an amendment to these terms and conditions, SA Power Networks will bring the amendment to your notice. Where SA Power Networks posts new terms and conditions in the place of these terms and conditions, by clicking the "I agree" button or continuing to use SmartApps, you confirm your acceptance of the new terms and conditions.

12. Severability

If a clause or part of a clause of these terms and conditions is invalid, that clause or that part of the clause will be struck out and the other terms will remain in force.

13. No Waiver

No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

14. Survival

Any clause or part clause in these terms and conditions that would reasonably be interpreted to survive termination of these terms and conditions will survive termination.

15. Termination of Access

Your access to SmartApps is entirely at the discretion of SA Power Networks. You have no right to ongoing or continued use of SmartApps or Materials, and your access to SmartApps may be terminated by SA Power Networks at any time without notice.

16. Governing Law

These terms and conditions are governed by the laws in force in South Australia, Australia. You agree to the jurisdiction of the courts of South Australia, Australia

17. Termination of Access

The energy production data accessed through SmartApps is data held by Us. While SA Power Networks uses every endeavour to present You with accurate information, we do not warrant the accuracy of the data. The data should be used for personal purposes only and in some instances may be incomplete, based on consumption estimates or may be the subject of review or change.



18. Security Measures

In order to register with SmartApps and to access energy production data for a NMI, we may impose security measures which need to be satisfied. These security measures may change from time to time.

From time to time, we may end or restrict Your access to SmartApps at any time for operational reasons. SmartApps may not be operational or may not operate as intended from time to time. Reasons for this include maintenance, security, errors and other events which may or may not be within Our control.

19. Access to and Use of Data

If You are not the Customer in relation to a NMI, You agree that each time You access energy production data for a NMI You will ensure You are authorised to do so by the relevant Customer. If at anytime the Customer's authorisation is withdrawn then You agree that You will no longer use SmartApps to access data for that NMI.

You agree to only use energy production data for a NMI accessed through SmartApps for purposes approved by the Customer in relation to that NMI. You agree that Your registration with SmartApps is not transferrable. You must not share Your access details. SmartApps may not be compatible with all devices and software.

20. Mandatory Training

As a user of SmartApps, you understand and accept you are required to complete mandatory training within a prompt timeframe. You will complete mandatory training on your first log in.

21. Additional SmartApps

Addition of any new SmartApps can be at the discretion of SA Power Networks.

