

## Peak Demand Notification Subscription Service Terms and Conditions

Any person may apply for Synergy's Peak Demand Notification Subscription Service (**Service**) on behalf of a current Synergy business customer if they agree to the *Peak Demand Notification Subscription Service Terms and Conditions (Terms)*. By applying for the Service, the business customer and person unconditionally accept and agree to be bound by the Terms.

If the application for the Service is accepted, Synergy will send nominated individuals who are approved by Synergy notifications about Synergy's forecasts of Peak Demand Days by email (and SMS if requested) in accordance with the Terms.

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

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

Synergy may at any time in its sole discretion:

- a. change the terms and conditions of the Service;
- b. refuse to approve any application for the Service or provision of Peak Demand Day Communications to any person; or
- c. cancel, change or restrict the Service of any person or class of persons either as a whole or as determined individually on any basis Synergy considers is reasonable (including without limitation by reference to a Nominated Contact's email domain, location or profile).

The Service is not guaranteed and may only be available for a limited time at the sole discretion of Synergy.

### What you need to know

1. If your application for the Service is accepted, you acknowledge and agree:
  - a. to provide all relevant information that Synergy requires about you or any person who you nominate (**Nominated Contacts**) to receive notifications of Synergy's forecast of Peak Demand Days and associated communications (together **Peak Demand Day Communications**) from Synergy via email;
  - b. that Nominated Contacts are not automatically approved by Synergy;
  - c. that where a mobile number is provided in respect of an application, Peak Demand Day Communications may also be provided via SMS (**SMS Notifications**) in accordance with these Terms;
  - d. that any SMS Notifications received by you or a Nominated Contact are supplementary to Peak Demand Day Communications provided via email, and full details of all Peak Demand Day Communications, including the applicable disclaimer, are only contained in Peak Demand Communications provided via email. SMS Notifications are intended as a prompt only, do not replace, and should be read with, Peak Demand Communications provided via email, and will not be available or provided in respect of all Peak Demand Day Communications;
  - e. that Peak Demand Day Communications may include, but are not limited to:
    - i. week ahead forecasts in respect of system demand;
    - ii. notifications advising you in advance of Synergy's forecast of Peak Demand Days;
    - iii. notifications advising you on days when system demand is high; and

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<sup>1</sup> As the term '12 Peak SWIS Trading Intervals' is defined in the Wholesale Electricity Market Rules as at 1 October 2021.

- iv. notifications advising you of updates to notifications of Synergy's forecast of Peak Demand Days previously provided;
  - f. 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;
  - g. 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;
  - h. that all information received by you and your Nominated Contacts in relation to the Service, including Peak Demand Day Communications and any information derived from that information, is confidential (**Confidential Information**); and
  - i. 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.
2. These Terms 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 and conditions in any way.

#### Making changes

If you want to make changes to your Service, including opting out of the Service, you can do this at any time through the unsubscribe facility in a Peak Demand Day Communication or by contacting Synergy via your business account manager by calling 13 13 54. [Synergy's responsibilities](#)

3. 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 which mean that Peak Demand Day Communications are not delivered to you, or any Nominated Contacts approved by Synergy.

#### Exclusions and Limitations

4. 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.
5. 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.

6. 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.
7. 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

8. Synergy may cancel, amend or replace the Terms and the Service at any time 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 Nominated Contact.
9. Synergy collects, uses and discloses personal information as set out in Synergy's Privacy Policy available at [synergy.net.au/privacy\\_policy](http://synergy.net.au/privacy_policy).
10. The Terms are governed by the laws of Western Australia.
11. Synergy can provide a list of current individuals and Nominated Contacts receiving Peak Demand Day Communications on behalf of a business to any authorised account contact. Synergy may refuse to offer the Service and provide Peak Demand Day Communications to any person including any Nominated Contact in its sole discretion.
12. You are responsible for advising of any changes to any Nominated Contacts and ensuring the information held by Synergy in relation to any Nominated Contacts is accurate, complete and up to date.

By applying for the Peak Demand Notification Subscription Service you warrant that you are authorised to enter into this agreement on behalf of the business you represent or individual or entity whose contact information you have supplied in this application for the purpose of receiving Peak Demand Day Communications and acknowledge, agree and accept the *Peak Demand Notification Subscription Service Terms and Conditions* on their behalf and agree to take all necessary steps to keep Confidential Information confidential.