

# X2M Smart Energy Terms and Conditions

## 1. Introduction and Overview:

X2M Smart Energy (“X2MSE”) is offered by X2M Connect Ltd (ABN 48637951154) in partnership with select providers. These terms outline the customer offer, eligibility, responsibilities and legal considerations associated with participating in X2MSE.

X2M acts solely as an arranger of the X2MSE proposition and does not itself install or warrant the hardware and software provided. The products and services offered are delivered by our partners and are subject to their respective terms, warranties and conditions.

As a subscriber agreeing to these Terms and Conditions, you and your authorised or registered users of X2MSE (“You”) agree to abide by these Terms and Conditions and agree that these are reasonable for the services to be supplied under these Terms and Conditions.

## 2. Scope of the offer:

X2MSE is a bundled proposition designed to maximise solar energy consumption and reduce ongoing grid costs for subscribed eligible customers.

### 2.1 Eligible customers:

You are eligible for X2MSE if You:

- a) Are purchasing land in the designated estates and are building a new dwelling on that land. *“The Greenfields Offer”*
- b) Have already built a home in the eligible estate and agree to install the offer in your already completed home. *“The Retrospective Offer”*

### 2.2 Designated Partners

Under the Greenfield or Retrospective offer, X2MSE organises and co-ordinates the service, the actual service elements are manufactured, installed and warranted by X2M Connect partners including:

- a) **Minimum 5kW Solar Panels and Inverters** provided by 1 Komma 5 Australia (Arkana Group Pty Ltd).
- b) **Home Energy Management System (HEMS)** provided by Combined Energy Technologies Pty Ltd.
- c) **Community Battery Access (where included in your particular estate offer)** provided by Green Rock Energy Australia Pty Ltd, subject to final council and regulatory approvals

And access to optional (where included in your particular estate offer) partner benefits including,

- d) **Discounted Home Loans** from National Australia Bank Limited (NAB) for eligible homes meeting NatHERS 7-star standards or higher, owner occupied and using a principal and interest NAB tailored variable home loan.
- e) **Discounted Appliances** from Solahart, compatible with the HEMS solution.

**2.3 Designated Estates:** X2MSE is currently available for customers purchasing land (or who have completed homes) at

- a) McMahon’s Place, Echuca, Victoria; and or
- b) Glanmire Park, Yarrawonga, Victoria, Australia.

### 3. Customer Eligibility

#### 3.1 To qualify for X2MSE:

- a) You must be the purchaser of residential land in the nominated estates outlined in clause 2.3 and either;
  - i. consent to the integration of the X2MSE components in your home specification during your home’s design and build process (Greenfields Offer) and into the final builder’s contract.
  - ii. agree to have your already completed home installed with X2MSE via 1Komma5, via a standard 1Komma5 solar install agreement.

#### 3.2 Appliance eligibility

- a) All X2MSE subscribers are eligible for our Solarhart partnership as an optional benefit of the package and choosing Solarhart hot water services can unlock additional benefits and savings.

#### 3.3 Financial services eligibility

- a) X2MSE subscribers within estates participating in the financial services offer are eligible for consideration for the NAB loan discounts as an optional benefit and choosing NAB to provide finance can unlock additional benefits and savings if:
  - i. the new residential dwelling is constructed to a NatHERS 7-star rating or higher;
  - ii. the home is owner occupied;
  - iii. the subscriber is eligible under other NAB loan approval criteria; and
  - iv. the subscriber complies with other general lending criteria determined independently by NAB.

### 4. Roles and Responsibilities

Party	Role
X2M Connect Limited	Arranger, promoter and co-ordinator of the offer.
1Komma5 Australia	Equipment supplier for solar / inverter. Equipment installer for solar / inverter and HEMS. Onsite support provider.
Combined Energy Technology	Software, system and support provider for HEMS. Online tracking application.

Greenrock Energy Australia	Owner and operator of the community battery (if fitted in the estate). Funder of \$75 annual community battery proceed payment.
Solahart	Provider and installer of optional HEMS compatible appliances.
NAB	Financial institution offering optional discounted home loans.

Each component is governed by the providers separate terms and conditions. X2M is not directly liable for the performance, installation or warranties of these components.

## **5. Pricing, Payment and Taxes:**

### **5.1 The Greenfields Offer**

The pricing for X2MSE in The Greenfields Offer is determined by the size of solar system selected and the specific implementation required for your home. The final quotes for The Greenfields Offer will include the impacts of applicable STC rebates, the design and construction materials of your home (single v double story, tile v steel roof), is at the builders discretion, and will be incorporated into your home build cost.

### **5.2 The Retrospective Offer**

a) The pricing for X2MSE in The Retrospective Offer is determined by the size of solar system selected and the specific implementation required for your home. The final cost of the solution will be incorporated into a system quote and paid in line with the 1 Komma 5 invoicing process.

### **5.3 X2M payments and commissions**

- a) X2M may receive a commission payment from 1Komma5 for every 1kW of solar sold via X2MSE.
- b) X2M may make a margin on the HEMS units supplied to subscribers.
- c) All payments to X2M are included in the price quoted by the builder or by 1 Komma 5 as applicable.

## **6. Product Delivery, Installation and Integration:**

### **6.1 The Greenfields Offer deployments**

Eligible Customers can subscribe to X2M Smart Energy at any time before their final home specification is agreed and construction contracts signed.

- a) Rough-in, Delivery, Installation and Activation of Solar and HEMS is the responsibility of 1Komma5 who are accountable to fit in with the builder's schedule and timeline for installation.
- b) All system integration will comply with site specific design requirements, dictated by the builder plans.

- c) Customers will receive access credentials for the HEMS digital application upon commissioning.

## **6.2 The Retrospective Offer deployments**

Customers can subscribe to X2M Smart Energy at any time after their home has been provided with an occupation certificate.

- d) Rough-in, Delivery, Installation and Activation of Solar and HEMS is the responsibility of 1Komma5 who will work with the subscriber for these arrangements.
- e) All system integration will comply with site specific design requirements, dictated by the solar design specification.
- f) Customers will receive access credentials to for HEMS digital application upon commissioning.

## **7. Warranties and Support:**

### **7.1 Australian Consumer Law:**

X2MSE comes with a guarantee that cannot be excluded under the Australian Consumer Law. For major failures with the service elements, You are entitled under either The Greenfield Offer or The Retrospective Offer:

- a) To cancel your service with us without penalty.
- b) To a refund for the defective portion of X2MSE.

You are also entitled to choose a refund or replacement for the major failures with goods which will be provided by the relevant partner.

### **7.2 Specific Product Warranties:**

If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time as covered by warranty.

Each element of the X2MSE solution is subject to the warranty and support arrangements of the relevant supplier:

- a) X2MSE Solar Panels and Inverters: comes with a 20 year product warranty and 25 year workmanship warranty provided by 1Komma5.
- b) X2MSE HEMS : a 3 year standard product warranty from the date of purchase and subject to intended use determination.
- c) Solahart Products: comes with a 10 year supply warranty for the cylinder, a 3 year warranty for cylinder labour and a 3 year warranty for parts and labour for family domestic dwellings.

X2M does not warrant or guarantee any product or service quality and is not responsible for resolving warranty claims. Claims should be addressed to the relevant partner.

### **7.3 Digital Monitoring Platform and Customer Support**

X2MSE subscribers will receive access to a digital platform showing live and historical energy generation, usage, solar diversion and, when energy tariffs are configured, estimated savings.

This platform functionality and uptime are managed by Combined Energy Technology Pty Ltd. Data usage and connectivity may vary and are not guaranteed. The specific terms of use of this platform are contained in the end user license agreement between CET and the home owner as part of the final registration and activation process.

Subscribers can contact X2MSE for resolution of issues via the Combined Energy HEMS portal. This service is available during business hours.

### **8. Community Battery Participation (where included in the estate specific offer)**

- a) X2MSE subscribers in nominated estates will receive a \$75 Community Battery payment annually funded by Green Rock Energy Australia Pty Ltd, the owner of the community batteries in the nominated estates, co-ordinated by X2M Connect.
- b) Battery deployment is subject to council and electricity distribution network provider or other regulatory approval and may be delayed or not provided.
- c) X2M does not manage or operate the battery asset and is not responsible for settling the Community Battery payment.

### **9. Data Privacy and Use**

- a) X2M Connect Limited and its partners will obtain and use subscriber data (personal and usage) for the purpose of co-ordinating the X2MSE offer and fulfilling the terms of this agreement.
- b) Subscriber personal and energy usage data can be shared with partners for service delivery, product development and or performance optimisation.
- c) By becoming a X2MSE subscriber, You acknowledge and agree that your energy usage data is used for product development and can be sold to other third party partners.
- d) All data is handled in accordance with the Australian Privacy Act and the X2M Privacy Policy contained at [x2mconnect.com](http://x2mconnect.com).

### **10. Intellectual Property**

- a) All intellectual property in the software, hardware designs, and energy monitoring systems provided as part of the X2M Smart Energy package remain the exclusive property of the respective partner providers (e.g., Combined Energy Technology, 1Komma5 and Solahart).
- b) Subscribers are not permitted to copy, reverse engineer, modify, or resell any components of the system.
- c) The bundled solution is non-transferable to other properties. It is designed specifically for integration into the nominated home and cannot be moved or reassigned to another location.

## **11. Termination or Withdrawal**

For The Greenfield Offer and The Retrospective Offer:

- a) Subscribers may withdraw from the program prior to the:
  - i. Final sign off of the home specification and builders contract for The Greenfields Offer.
  - ii. Final sign off of the solar install agreement for the Retrospective Offer
- b) Under all scenarios, if components have been ordered or installed, cancellation may not be possible or may incur additional fees.
- c) X2M reserves the right to discontinue the program, add or alter capabilities with reasonable notice to its partners and X2MSE subscribers.

## **12. Liability and disclaimers**

- a) X2M acts only as a facilitator, and disclaims all liability for product performance, delays, installation quality or service interruptions.
- b) Energy savings are based on estimates and assumptions. Individual savings results may vary.
- c) Any disputes or claims must be made directly with the relevant partner supplier.

## **13. Governing Law**

These terms are governed by the laws of Victoria, Australia. Any dispute arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Victoria.

## **14. Acknowledgement**

By becoming an X2MSE subscriber, You are acknowledging these Terms and Conditions and confirm:

- a) You understand X2Ms role as arranger, not provider and agree to each partners terms and warranties.
- b) You authorise X2MSE partners to contact your builder to co-ordinate design and installation of your solar, independent of existing supplier relationships.
- c) You consent to the use of a Home Energy Management System and sharing of operational and usage data for energy optimisation and community battery participation.
- d) You accept and understand that the community battery benefits are subject to availability within your estate and on council and regulatory approvals.
- e) That energy savings are based on a set of average usage assumptions and may vary based on the type of home constructed, solar system size and the appliances used in the home.
- f) You consent to X2M and its partners securely storing your personal information.

- g) You consent to X2M and its partners storing and using your usage information for the purposes of installation, co-ordination and future product development without further compensation to you.