



# Terms and Conditions

By installing Emberpulse, or permitting the installation of Emberpulse, you agree to be bound by these terms and conditions. These Installation Terms and Conditions are in addition to the Terms and Conditions of Service for Emberpulse® on the Emberpulse web portal. In the event of a conflict, these Installation Terms and Conditions will prevail.

## **\$500 Emberpulse saving guarantee**

Emberpulse is guaranteed to find you at least \$500 in energy savings within the first 3 years of use. When Emberpulse identifies a saving opportunity, this recommendation will be sent to you. If Emberpulse does not find at least \$500 in energy savings for you within 3 years you can return the Emberpulse unit to us and we will pay you, in cash, any amount by which your identified savings fall short of \$500.00.

Some examples of savings include identifying a better energy plan, diagnosing inefficiencies in and better use of your solar system and automating your energy usage. Other saving opportunities may be recommended to you.

Each recommendation sent to you by Emberpulse will include our scientific estimate of the financial saving which will be made when the recommendation is implemented and this will be based on your current energy data and your projected energy data over a future period appropriate to the type of saving opportunity being recommended. If, in the three (3) year period following installation of your Emberpulse (the guarantee period), the total value of all saving opportunities recommended to you does not equal or exceed \$500.00, you may return the Emberpulse unit to us and we will pay you, in cash, any amount by which your identified savings fall short of \$500.00.

The saving estimate will be made by us based on the best available household energy data collected by the Emberpulse and other third party databases. Calculation methodologies for the saving estimates are compiled by Embertec engineers and experienced data scientists and supported by your energy data and third party databases. All saving estimates, algorithms and calculations are developed with solid scientific and data based assumptions. The calculation methodologies, data and assumptions used to determine the saving estimate will be at the discretion of Embertec.

The value of all saving opportunity recommendations will be added to the total of all saving opportunities as determined by Embertec using data backed scientific algorithms developed by Embertec's team of engineers. Implementation of the actions needed to implement the saving opportunity will be at your discretion, except in cases where you have previously given permission for us to implement the recommendation, in which case we may implement such recommendations for you. Your implementation or otherwise of the saving opportunity will not affect the total of all saving opportunities used to determine that the savings guarantee has been met.

Payments made by us to you under the Solar Sentinel protection guarantee will be included in the total of savings made by Emberpulse.

This Emberpulse saving guarantee will not apply if you do not enter into Emberpulse details of your energy plan tariffs, including any controlled load tariff, or if you don't keep those details up to date.

So that we can let you know about the savings opportunities that Emberpulse identifies for you, we need to be able to send you emails. We need a valid email address for you to which you allow us to send emails. Our privacy policy allows you to unsubscribe from our email communications at any time, and if you do so, we won't be able to tell you about savings opportunities. This Emberpulse saving guarantee will not apply if you do not keep your email address current with us or if you unsubscribe to email communications from us.

In order for Emberpulse to work for you, Emberpulse needs to be powered on, and connected to Wi-Fi with an internet connection. This Emberpulse saving guarantee will not apply if these conditions were not met for a significant portion of the guarantee period.

This Emberpulse saving guarantee will not apply if, at any time during the guarantee period, you have the benefit of an energy plan which is not available to the general public, for example a staff discount provided by an energy retailer.

This Emberpulse saving guarantee applies only to the original purchaser and the first installation of Emberpulse. The guarantee will cease to apply if Emberpulse is installed in premises other than the original installation premises. A claim under this Emberpulse saving guarantee can be made by contacting us within three months of the end of the three year guarantee period. A claim will require the return of your functioning, undamaged Emberpulse hardware to us.

### **Solar Sentinel protection guarantee**

Emberpulse monitors your solar system's health constantly. If you do have a system outage, Emberpulse is guaranteed to notify you. If we don't, we'll pay your lost solar earnings. We call this our Solar Sentinel protection guarantee.

We guarantee to notify you if your solar system suffers a failure causing a total outage of the solar generation monitored by Emberpulse at your premises for one calendar day. If we fail to notify you of such a total solar system outage within 4

hours, we will compensate you for your lost solar generation value. The period for which we will compensate you for lost solar generation value is defined as the period between the outage being detectable (that is, once the solar system has been failed for all the daylight hours of one day) and the time of your subsequent Emberpulse outage notification or your discovery of the outage by other means, whichever is earlier. Outages detected by other means must be validated by Embertec for the Solar Sentinel protection guarantee to apply.

The compensation will be calculated by multiplying together:

- your solar system's average daily kWh export\*, multiplied by your feed in tariff
- your average daily kWh self-consumption of your solar system's generation\*, multiplied by your consumption tariff
- your undetected outage days

(\* calculated over the most recent continuous 7 day period for which Emberpulse has recorded data)

We will send all notifications via email to the email address which you provide to us via the Emberpulse portal. Notification of the outage will be considered to be given when we send the email.

To be eligible for the guarantee your Emberpulse must have been connected to your solar system by a party authorised by Embertec Pty Ltd. Your Emberpulse must have been powered on and connected to Wi-Fi with an internet connection for the entire duration of the outage, and the preceding 48 hours. The guarantee does not apply to any lost solar generation value caused by a failure of or fault in the grid supply to your property. This guarantee relates only to solar panel system generation value and excludes solar storage (battery) components. This guarantee is limited to \$250 per customer, per year.

## **Best Energy Plan**

Emberpulse analytics constantly assess the electricity usage of your home against electricity plans available from our commercial partners. When Emberpulse identifies that you can save money by changing electricity plans, we will contact you to arrange the energy retailer switch for you.

## **Smart home control**

Smart home control functionality may require additional equipment. Emberpulse is compatible with a range of ZigBee and Wi-Fi enabled devices. This equipment is available for purchase at [emberpulse.com](http://emberpulse.com)