



# Lifetime Offer & Savings Guarantee

## *End User Terms and Conditions*

PREPARED BY: Nigel Morris, BDD  
DATE: 5<sup>th</sup> July 2018  
VERSION: 1.0

*Solar Analytics Pty Ltd*  
ABN: 92 165 351 511

Suite 9 / 245 Chalmers Street, Redfern NSW 2016  
Ph. 1300 651 137  
[www.solaranalytics.com](http://www.solaranalytics.com)

## **Introduction**

This document outlines the terms and conditions associated with the Solar Analytics “Lifetime Offer and Savings Guarantee” and contains information for end users.

Importantly, please note that this document should be read in conjunction with the separate and generic “End User Terms and Conditions” document which describes how Solar Analytics agrees to manage your subscription, data and privacy.

This offer is subject to revision from time to time and supersedes any previous related offers.

## **The Offer**

Solar Analytics offers several subscription services including the Lifetime Offer and Savings Guarantee (the “Lifetime Offer”).

The Lifetime Offer provides the option to remove ongoing subscription costs through the payment of a once off fee and is available as a Residential or Commercial offer.

For simplicity, the following sections separately describe the details of the Lifetime Offer and the Savings Guarantee.

### **Residential Lifetime Offer**

Solar Analytics Residential Lifetime offer provides full access to the Solar Analytics dashboard for end users and resellers with active solar monitoring and energy management provided by installers on behalf of Solar Analytics.

The offer enables residential end users to avoid the need for ongoing subscription payments by agreeing to a single up-front payment using qualifying Solar Analytics hardware. Payments can be made directly or via Solar Analytics Resellers on behalf of the end user.

The Residential Lifetime Offer will be available to Residential users from August 12th 2018 until advised otherwise. The offer is subject to the following terms and conditions which may be revised from time to time:

The Residential Lifetime Offer IS:

- Available at the point of sale or as a renewal for existing customers
- Available at a price described on our published Price Lists, as issued from time to time
- Applicable to the original purchaser of Solar Analytics Hardware and Software at a single site
- Inclusive of guaranteed access to locally available 3G or 4G networks
- Combined with our Energy Savings Guarantee until advised otherwise
- Provides full access to the Solar Analytics dashboard for end users and resellers

The Residential Lifetime Offer IS NOT:

- Transferable between system owners or locations

- In lieu of or a replacement for our standard Hardware Warranty
- Applicable to wi-fi enabled devices

Please note that:

- The functions, features and data provided via our Dashboard remains subject to change in accordance with our standard Terms and Conditions
- This offer may cease to be offered in the future at the sole discretion of Solar Analytics but in this event, such cessation will not negatively affect customers who opted into the Residential Lifetime Offer while it was available
- This offer may not be available in conjunction with other special offers, features or functions as may be offered by Solar Analytics from time to time and at its sole discretion
- Solar Analytics Pty Ltd requires you to maintain a valid email address with us, so that we can monitor your energy systems. The Residential Lifetime Offer will not apply if you do not keep your email address current with us or if you unsubscribe to email communications from us.

### **Commercial Lifetime Offer**

Solar Analytics Commercial Lifetime Offer provides full access to the Solar Analytics dashboard for end users and resellers with active solar monitoring and energy management provided by installers on behalf of Solar Analytics.

The offer enables Commercial end users to avoid the need for ongoing subscription payments by agreeing to a single up-front payment using qualifying Solar Analytics hardware. Payments can be made directly or via Solar Analytics Resellers on behalf of the end user.

The Commercial Lifetime Offer will be available to Commercial users from August 12th 2018 until advised otherwise. The offer is subject to the following terms and conditions which may be revised from time to time:

The Commercial Lifetime Offer IS:

- Available at the point of sale or as a renewal for existing customers
- Available at a price described on our published price lists, as issued from time to time
- Applicable to the original purchaser of Solar Analytics Hardware and Software at a single site
- Inclusive of guaranteed access to locally available 3G or 4G networks
- Provides full access to the Solar Analytics dashboard for end users and resellers

The Commercial Lifetime Offer IS NOT:

- Transferable between system owners or locations
- In lieu of or a replacement for our standard Hardware Warranty
- Applicable to wi-fi enabled devices

- Inclusive of the Savings Guarantee

Please note that:

- The functions, features and data provided via our Dashboard remains subject to change in accordance with our standard Terms and Conditions
- This offer may cease to be offered in the future at the sole discretion of Solar Analytics but in this event, such cessation will not negatively affect customers who opted into the Residential Lifetime Offer while it was available
- This offer may not be available in conjunction with other special offers, features or functions as may be offered by Solar Analytics from time to time and at its sole discretion
- Solar Analytics Pty Ltd requires you to maintain a valid email address with us, so that we can monitor your energy systems. The Commercial Lifetime Offer will not apply if you do not keep your email address current with us or if you unsubscribe to email communications from us.

### **Savings Guarantee Offer**

The Savings Guarantee is available to **Residential Solar Analytics end users only**, who have been offered and paid for the 'Lifetime Offer with Savings Guarantee'.

Under the Savings Guarantee, Solar Analytics Pty Ltd guarantees to help end users find at least \$500 in energy savings opportunities within five years of use from the date that Solar Analytics monitoring is commissioned or re-activated after the 'Lifetime Offer with Savings Guarantee' has been paid (the guarantee period).

If you have paid for a 'Lifetime Offer with Savings Guarantee' and cannot find at least \$500 in energy savings opportunities from using Solar Analytics monitoring over the five-year period from the offer starting, you can apply to Solar Analytics Pty Ltd to complete an energy savings review on your site.

If Solar Analytics Pty Ltd does not identify at least \$500 in energy savings opportunities for you within five years of the payment of the offer, Solar Analytics Pty Ltd will pay you, in cash, any amount by which your identified savings fall short of \$500.00.

Some examples of savings may include but are not limited to: identifying a solar system fault, failure or inefficiency (such as shading) that can be rectified to improve performance, identifying opportunities to reduce energy consumption or shift consumption to lower-cost times, recommending a lower-cost energy plan, facilitating the sharing of excess solar to third-parties, identifying opportunities for participation in demand response programs.

The energy savings review will be based on your energy data over the five year period. If, in the five (5) year period following the guarantee period, the total value of all saving opportunities identified does not equal or exceed \$500.00, Solar Analytics Pty Ltd will pay you, in cash, any amount by which your identified savings fall short of \$500.00.

The estimate resulting from the energy savings review will be made by Solar Analytics Pty Ltd based on the best available household energy data collected by Solar Analytics Pty Ltd and other third party databases. Calculation methodologies for the saving estimates are compiled by Solar Analytics Pty Ltd 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 Solar Analytics Pty Ltd.

Your implementation or otherwise of identified saving opportunities will not affect the total of all saving opportunities used to determine that the Savings Guarantee has been met.

This Savings Guarantee will not apply if you do not enter into your Solar Analytics dashboard details of your energy plan tariffs, to the full extent available in the dashboard, or if you don't keep those details up to date.

Solar Analytics Pty Ltd requires you to maintain a valid email address with us, so that we can notify you of savings opportunities. The Savings 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 Solar Analytics to work for you, the Solar Analytics Smart Solar Monitor needs to be installed and remain connected. The Savings Guarantee will not apply if these conditions were not met for a significant portion of the guarantee period.

This Savings 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 Savings Guarantee applies only to the original Residential purchaser of the 'Lifetime Offer with Savings Guarantee'. The guarantee will cease to apply if the Solar Analytics Solar Smart Monitor is installed in premises other than the original installation premises. A claim under this Savings Guarantee can be made by contacting us within three months of the end of the five year guarantee period.

