

# Terms of Use - DCP Solar Buying Tool

Your use of the DCP Solar Buying Tool (the **Service**) provided by DCP Company Ltd (**DC Power Co, we, our**) is subject to your acceptance of the following terms and conditions. If you use the Service you will be deemed to have agreed to these terms and conditions.

## 1. Overview of the Service

- a. The Service provides you with an online platform (*the Platform*) to help you size up and select a solar power system for your home (which may include a residential solar system, batteries and/or related products) (**Solar System**) and access one or more installers to complete your installation (*the Installer*).

## 2. Obtaining your Solar Quote

- a. The Service:
  - asks you to provide certain information about you, your home, and your energy usage and needs (including via an existing electricity bill);
  - conducts an automated analysis of your home's suitability for a Solar System;
  - provides an estimated price for the installation of a Solar System (**Solar Quote**);
  - allows you to agree to the Solar Quote and pay a deposit to proceed with the installation of the Solar System. The deposit amount will be set out for you in the Solar Quote, and is typically \$250 for solar only and \$500 for battery storage; and
  - confirms the final price of your Solar System (**Final Quote Confirmation**).

## 3. Obtaining your Final Quote Confirmation

- a. Once you have accepted your Solar Quote and paid your deposit, we will pass your details to one of the Installers to complete your installation.
- b. You may be asked to submit photos and complete a set of questions to obtain more information about your home in order to conduct a thorough analysis of your selected system suitability (*the Engineering Review*). You warrant that the photos supplied during the Engineering Review are true and accurate images of what the Installer will see at the installation site.
- c. The Installer will use the Engineering Review (including any site visit if required) to confirm your final price by providing you with a system proposal for the installation of a Solar System (**Final Quote Confirmation**).
- d. The Final Quote Confirmation shows your final Solar System price, including the upfront deduction of the Small-Scale Technology Certificates (which you typically agree to assign to the Installer), and will be made available to you via the Platform.

## 4. Your Sales Contract

- a. You must accept the Final Quote Confirmation to proceed with the installation of your Solar System.

- b. The installation date will be confirmed by the Installer after you receive the accept the Final Quote Confirmation.
- c. The Installer will ask you to sign a contract for the sale and installation of your Solar System (**Sales Contract**), which will govern the terms and conditions applicable to the sale and installation of your Solar System, including any warranty applicable to your Solar System.
- d. Your Sales Contract is a separate agreement between you and the Installer and is external to this Service and us.
- e. We accept no liability to you for, and disclaim any and all liability to you regarding, any damage, claim or loss arising directly or indirectly from the Sales Contract.

#### 5. Your deposit and refunds

- a. You may choose not to proceed with your installation at any time prior to your acceptance of the Final Quote Confirmation and you will be refunded your deposit in full within 15 business days.
- b. If the Installer cannot accept the works for the sale and installation of a Solar System for any reason, you will be refunded your deposit in full within 15 business days.

#### 6. Provision of Information

- a. We will manage and use your personal information in accordance with our [Privacy Policy](#). This means we will:
  - i. share your personal information (such as your name, address, contact number, any electricity bills provided by you and further information about your premises) with the Installers and any other third-party reasonably necessary to enable the provision of the Service to you; and
  - ii. contact you to offer energy related services in the future.
- b. Under no circumstance is the Installer or any other third-party authorised to use any of your personal information or data provided to them by you or us for any reason other than for the purpose of providing Solar Quotes and if applicable, installing a Solar System.

#### 7. Disclaimer and Limitation of Liability

- a. By participating in the Service, you acknowledge and agree you have the necessary authority to install a Solar System at your premises.
- b. In no event shall we be held liable to you for any damage, claim or loss arising directly or indirectly from the Service or the installation of a Solar System, including any consequential loss (including by reason of the negligence of a party).
- c. The Service contains information prepared in good faith and with all reasonable care. We are not responsible for and disclaim all liability relating to your use of the Service, including any other linked sites. We make no

warranty, express or implied:

- i. concerning the suitability, reliability, availability, currency and accuracy of the Information contained on the website or any linked site for any purpose; or
  - ii. that your access to the website will be uninterrupted or error free, or free from viruses.
- d. To the extent permitted by law including the Australian Consumer Law, we are under no obligation to update the information presented by the Service and the Platform which you acknowledge is based on assumptions, market conditions and information available at the time of writing and subject to change.