

Terms and Conditions

By using all or any portion of the CATCH Software Platform, you agree to these terms and conditions. CATCH reserves the right to change these Terms and Conditions at any time upon 14 days' notice. In the event that any changes are made, the revised Terms and Conditions will be updated in the Software Platform and CATCH website.

These terms are current as of 15th August 2024.

Summary of Terms & Conditions

Software Platform

- Some Platform services attract a Subscription.
- Solar Retailer must enter System and System Owner details into the Platform, including a valid email address for the System Owner.
- Maintaining the internet connectivity is the responsibility of the System Owner.
- We may collect, use and disclose Personal Information and Data in accordance with these terms and our Privacy Policy located at www.solaranalytics.com.
- A Subscription is not transferable, and is limited to the original System and System Owner.
- You must inform CATCH if you become aware of a [change of System Owner](#) (to ensure we maintain privacy).
- You are responsible for the operation and control of the System, and we are not liable for its operation or any associated electricity costs.

1. Definitions

“**CATCH**” means Project H Pty Ltd, BN 80 607 745 193, trading as CATCH Power, or its subsidiary Solar Analytics Pty Ltd, ABN 92 165 351 511.

“**Commencement Date**” is the date when the System is registered on the Software Platform.

“**Confidential Information**” means any information, in any format, oral or written, whether or not marked 'confidential' and whether or not proprietary which is disclosed to you as a result of your access to the Software Platform or your dealings with Solar Analytics, which would reasonably be considered information that is confidential to CATCH.

“**Data**” means information collected by the Software Platform, which includes both Energy Data and Personal Information.

“Day of Commissioning” means the day your installed hardware is activated either by you or CATCH.

“Early Termination Fee” means the fee described in the [Cancellation Clause](#).

“Energy Data” means information related to the electricity generation and consumption on the site where the System is located, System details, System performance, electricity generation, electricity consumption, electricity network data such as voltage and power factor, and other System and/or Hardware performance data.

“Energy Control” means controlling the flow of energy to or from your System, eg adjusting the solar inverter export limit. Or determining how or when an energy load is operating.

“Hardware” means, as the context requires, any hardware such as the CATCH hardware, solar inverter or third party energy meter required for the provision of the Product.

“Intellectual Property” means copyright, know-how, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, circuit layouts and all proprietary rights in confidential information, trade secrets, business and domain names, database rights and all rights in of similar nature, anywhere in the world, present or future, whether registered or unregistered (and including any application for registration).

“Order” means an agreement with CATCH to purchase the Products and Services on the terms described herein.

“Payment Method” means method of payment accepted by CATCH, as may be updated from time to time, and which may include payment through your account with a third party.

“Personal Information” has meaning given to it in the *Privacy Act 1988 (Cth)*.

“Product” means the Software Platform and any software or firmware components that support its function.

“Quote” means the offer provided by CATCH to you for the supply of the Product or Services.

“Service” means the Software Platform and any software or firmware components that support its function.

“Software Platform” means CATCH or Solar Analytics software (including dashboard, user interface and any other associated features or services) that provides solar and energy monitoring and control.

“Solar Retailer” means the person or entity that offers or sells the System to the System Owner. This includes their employees and subcontractors.



“**Subscription**” means your right to use the Software Platform and Services in accordance with the type of Subscription described in the Quote and/or Order and subject to these Terms and Conditions and any reasonable usage restrictions made known to you by CATCH. For services with a Subscription, the Subscription type may include: (i) a free trial period, (ii) pre-paid for the period, or (iii) billed regularly ongoing, as selected by you.

“**Subscription Period**” means the period for which you will have access to the Software Platform and Services.

“**System**” means the solar photovoltaic (PV) panels, inverter, or other energy related equipment for which CATCH provides Services.

“**System Owner**” means the person or entity nominated for the Subscription, typically the person or entity that purchases or operates the System.

“**We/us/our(s)**” means and refers to CATCH.

“**You/your**” means both the System Owner and Solar Retailer.

2. Offer and Acceptance

By placing an Order with or by accepting a Quote from CATCH to purchase our Products and Services, you agree to purchase the Products or Services from CATCH based on these Terms and Conditions and any additional terms and conditions provided by CATCH that may relate to our Products as part of a system package (these documents may be amended from time to time upon 14 days’ notice to you).

System Owner acknowledges there may be additional terms and conditions provided by Solar Retailer that may relate to our Products as part of a System package provided by the Solar Retailer.

You further acknowledge and accept that you are agreeing to purchase Products and Services that may require a valid Subscription payment to operate to its full functionality.

3. Legal Owner or Operator

System Owner represents and warrants that you are the legal owner or operator of the system and have full legal authority to enter into this agreement.

4. Subscription

Some CATCH Products and Services require a Subscription and a valid email address to access and operate the full functionality of the Products and Services. Depending on the

Services chosen, this may include access to the Software Platform, System monitoring, control and/ or other services.

1. Unless otherwise agreed by CATCH in writing, the Subscription will start on the Commencement Date and will continue for the duration of the Subscription Period.
2. At the end of the Subscription Period we will notify the System Owner via Software Platform and/or email about the expiry of the Subscription and will offer to renew the Subscription by paying the applicable Subscription fee. Following receipt by us of the applicable Subscription fee in full, the Subscription will be renewed for the agreed period (unless otherwise agreed in writing).
3. Subscriptions are restricted to the original site address where the System is installed, and to the person(s) named as the System Owner(s). Subscriptions are non-transferable to a new site address, and non-transferable to a new System Owners.
4. Unless CATCH agrees otherwise in writing, Subscriptions will not include new or upgraded features and services offered by CATCH.
5. A valid Subscription does not guarantee the continued availability of Data in the event of hardware, communications, third party or other faults.
6. You are required to notify CATCH if you are aware of a change in System Owner or primary resident at the site address (required to maintain System Owner privacy).
7. In the event that System Owner is not the primary resident at the System address or is no longer the owner of the system, you undertake to notify the new resident and the new owner of the system of the existence of the System.

5. Suspension of Service

Notwithstanding any other provision of these Terms and Conditions, you acknowledge and agree that in the event that we detect that the System Owner has not logged on to the Software Platform for a period of twelve (12) months or more, we reserve the right to suspend or reduce the Subscription (including all associated Services and data collection and analysis). Should you request us in writing to re-activate the Subscription, we will do so within a reasonable timeframe, subject to all relevant Subscription fees being paid in full.

6. Grant of Subscription

A valid Subscription will grant you a limited, non-transferable permission to use the Software Platform as follows: a) to access the Software Platform including data recordings and System activity (or part thereof which you are authorised to access); or b) to permit access to the Software Platform by other authorised by CATCH parties. The Subscription does not cover, and therefore you may not do, the following: a) sell or grant additional subscriptions, licenses, sub-licenses, or any other access to the Software Platform not specifically covered by these Terms and Conditions; b) sell Confidential Information or Data to third parties or otherwise distribute or reveal CATCH Confidential Information or Data, unless expressly agreed in writing

by CATCH; and c) publicise or otherwise share CATCH Confidential Information or Data with anyone, unless expressly agreed in writing by CATCH.

7. Energy Control

If the Subscription includes any form of energy control such as export-limiting service (for example the Flexible Export limits or Relevant Agent Service in South Australia), you hereby authorise CATCH to control your System when:

- a) legally instructed to do so by the relevant technical authorities; or
- b) with your permission through your Platform settings and authorities; or
- c) in order to test this functionality.

The ability to limit solar export is a condition of being connected into the South Australian electricity grid set by the Office of Technical Regulation in South Australia, or the relevant Distributed Network Service Provider (DNSP).

If you elect to use the CATCH Products or Software Platform for energy control, you hereby authorise CATCH to control your System in accordance with the settings enabled in the Software Platform.

8. Indemnity

You agree to indemnify us and hold us harmless from and against any losses suffered by us in connection with (including in connection with any claims made by third parties in relation to):

- a) our inability to access the Hardware or Software Platform in accordance with these terms and conditions; or
- b) your breach of the Terms; or
- c) the fraud, negligence, recklessness or unlawful act or omission of you or any other resident, tenant or occupant of the; or
- d) any claims made by third parties arising from your possession or use of the Hardware or Software Platform;
- e) any claims regarding to the cost of electricity supplied to you.

We are not liable for the installation, maintenance, repair and replacement or any other issues relating to any associated hardware or equipment. To the extent permitted by relevant law, you agree that:

- a) you use the Software Platform at your own risk; and
- b) the Software Platform is provided on an 'as is' and 'as available' basis; and
- c) we are not responsible for the operation of any third-party software or hardware; and

- d) you are responsible for determining and setting the System operating conditions through the Software Platform; and
- e) we are not liable for any calculated savings or costs related to your electricity costs for the location or premises related to the System.

We will not be liable to you for any loss, including indirect or consequential damages, or claim, arising directly or indirectly from:

- a) defects or limitations in the Software Platform; or
- b) non-provision of the Software Platform or any of its functionality; or
- c) errors or interruptions in the Software Platform; or
- d) corruption or loss of data in connection with the Software Platform; or
- e) any suspension or discontinuance of the Software Platform or its functionality.

9. Change of Ownership

System Owner must inform CATCH by writing to support@solaranalytics.com if either the System Owner, the System or the tenant of the System site changes. This is required to ensure that the resident of the site understands and accepts these terms and conditions and to ensure we maintain their privacy.

10. Cancellation

Either party may cancel the Subscription at any time by notice in writing to the other party if the other party commits a breach of any material provision of these Terms and Conditions and that breach is not capable of remedy or, if able to be remedied, is not remedied within 60 days from the date of receipt of notice in writing calling upon the party in breach to remedy such breach.

System Owner may cancel the Subscription, or request that CATCH Hardware is deactivated so that no Data is collected, at any time for convenience by providing notice to us either via the online portal or in writing, however, CATCH will not provide any refund for any portion of an unused cancelled Subscription fee (“**Early Termination Fee**”). You will continue to have access to the Software Platform until the earlier of: (a) the end of the Subscription Period; (b) the Hardware being removed or otherwise disabled, or (c) expiry of the 30 days period after cancellation of service. The removal of the Hardware device is the responsibility of the System Owner.

CATCH reserves the right, in its sole discretion, to terminate your access to the Software Platform or any portion thereof at any time. In cases where you are in good standing with payments for Subscription, and the access has not been terminated due to your breach of these Terms and Conditions, or any other applicable terms, CATCH will refund the portion of payment for Services not yet rendered (portion of a 5 years for Lifetime Subscriptions). CATCH will

provide access for you to obtain your Data for 30 days after the termination, or otherwise transmit the Data to you if requested.

CATCH retains the perpetual right to use the Data according to these Terms and Conditions and our Privacy Policy.

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In the event of termination, if you have appointed CATCH as the Relevant Agent you will be required to appoint another entity as your Relevant Agent to comply with the requirements of the South Australian Technical Regulator.

11. Price and GST

CATCH reserves the right to reasonably vary the prices for our Products and Services prices from time to time at our sole discretion with 14 days' notice to you.

12. Payment

The payment terms in this clause apply only to sales directly from CATCH and are cash up front, unless otherwise agreed. If you pay a bill using a payment method that results in us incurring a merchant Service fee (including payment by credit card), we may charge you the payment processing fee listed in the Quote.

13. Subscription Payment

Subscription payments may be: a) paid directly to CATCH by the System Owner, or b) purchased by Solar Retailer on behalf of the System Owner. For recurring Subscriptions the System Owner or Solar Retailer will be charged against the designated Payment Method at the end of the Subscription Period. For recurring Subscriptions paid by you, unless you cancel your Subscription before your next billing date, you authorise CATCH to charge the Subscription fee for the next billing cycle to your Payment Method.

14. Failure to pay

If the Payment Method is invalid or expired we will notify you of the failed payment by email. You may lose access to the Software Platform when your Subscription expires, and after 30 days the historical data of that site may become unavailable.

15. Product Changes

CATCH reserves the right to, at any time, vary the Products either by making such changes in, among other things, the design, technical specification, system configuration, production or

packaging of the Product in any way as CATCH shall deem appropriate, or by the withdrawal of one or more features or by adding additional features to the Product. You shall not be obligated to purchase any changed Products which have been materially modified or changed. No refunds will be granted for previously purchased Products on the basis of Product changes, however, if a Subscription is a recurring Subscription and the Product changes reduce the functionality of the Product, you may within 30 days of the date the Product change was notified, terminate the Subscription upon written notice to us, in which case you will not be liable for Subscription fees past the month in which termination occurred.

16. Connectivity and availability

CATCH will endeavour to make the Product available at all times, but cannot guarantee a consistent or uninterrupted communication connectivity or availability of the Product. Any communication breakdown or unavailability of the Product arising from Hardware faults, Wi-Fi connectivity, 3G/4G disruption of service, the unavailability or the discontinuation of network service and/or withdrawal of support for technology from the telecommunication provider or any other acts or omissions of any third-party providers are beyond the control of CATCH and CATCH accepts no responsibility for any impact or consequences they have on the provision of service.

The System Owner is responsible for maintaining remote connectivity to the System. If they are unable to restore remote connectivity to the System within a reasonable period, or if CATCH are otherwise prevented from remotely controlling the System settings where required, CATCH will be unable to provide the Services. In this event CATCH will not provide any refund for any portion of an unused Services fee (“**Early Termination Fee**”).

CATCH accepts no responsibility or liability for any impact or consequence caused by unreliable or non-functioning System communication connectivity.

17. Warranties

The information, materials and Data contained in the Software Platform, including text, graphics, links or other items – are provided "as is" and "as available". While CATCH makes best efforts to ensure the accuracy of all its information and Data and employs several layers of redundancy to this purpose, CATCH does not warrant the accuracy, adequacy, or completeness of the information, materials or Data and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied or statutory, is given in conjunction with the information and materials.

CATCH makes no representation whatsoever that the information or Data you obtain by using the Software Platform is free from faults, defects, computer viruses or malware, and its liability in respect of such events is excluded to the fullest extent permitted under applicable law.

18. CATCH Disclosure and Your Acknowledgement

CATCH expressly disclose and you acknowledge that the Software Platform service may be discontinued or terminated by CATCH at its absolute discretion for any or no reason (“**Discontinuance**”), and CATCH is not in any way liable to you for any compensation or claim including but not limited to damage and loss of any kind caused by or arise from the Discontinuance except for a pro-rata refund of the Software Platform Subscription for the unused period if applicable.

19. Privacy

CATCH may collect, use and disclose your Personal Information in accordance with CATCH Privacy Policy located at www.solaranalytics.com.

20. Confidentiality

You agree that you have the obligation to keep confidential all CATCH Confidential Information.

21. Data collection and usage

CATCH uses the Data to deliver the Product and services. Data collection will begin at the Commencement Date and will be available to you as part of your Subscription. You may request a copy of your Data by sending an email to support@solaranalytics.com, in which case CATCH may charge you a reasonable fee for production of such Data.

CATCH owns the Data and reserves the right to maintain/analyse/aggregate/use other posted or submitted Data, so long as no Personal Information is disclosed.

CATCH reserves the right to collect Data in accordance with these Terms and Conditions after your Subscription expires. The System Owner may cancel the ability to receive this Data from their System at any time by sending an email to support@solaranalytics.com, however this may restrict or limit the Products able to be offered to you and the System Owner and may impact your Warranty or other Terms and Conditions.

The Solar Retailer may be able to view the Data in order to provide services to the System Owner. System Owner may cancel the ability of the Solar Retailer to receive this Data at any time by sending an email to support@solaranalytics.com, however this may restrict or limit the Products able to be offered to you and may impact your Warranty or other Terms and Conditions between System Owner and the Solar Retailer.

22. Data provided by you

By posting, uploading, inputting, providing or submitting Data, you warrant and represent that you own such Data or otherwise have all the rights necessary for you to provide, post, upload, input or submit the Data.

23. Intellectual Property

Except as otherwise set forth in these Terms and Conditions or other valid agreement, and subject to CATCH' express written grant to You of a Subscription in accordance with these Terms and Conditions, CATCH owns or is the authorised licensee of all rights in the Intellectual Property in the software, hardware or any work product or code contained or used within the Software Platform.

You undertake that you will not: a) breach any of CATCH rights in the Intellectual Property; or b) use or seek to use any information, whether or not proprietary or whether or not expressly marked confidential, gained in the course of its business dealings with CATCH without the prior written consent of CATCH.

Intellectual Property owned by either party at the commencement of the Subscription remains the property of that party. Any Intellectual Property developed or created during the Subscription vests in CATCH immediately upon creation and you assign all right, title and interest in such Intellectual Property to us.

24. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, IN NO EVENT WILL CATCH, ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR PARENT COMPANIES BE LIABLE TO YOU (WHETHER FOR BREACH OF CONTRACT, UNDER INDEMNITY, NEGLIGENCE OR ON ANY OTHER LEGAL OR EQUITABLE BASIS) FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING COMMERCIAL LOSSES, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, CONTRACT OR ANTICIPATED BENEFIT OR SAVINGS, BUSINESS, GOODWILL, DATA OR USE OR FOR ANY DELAY OR INCREASE IN OPERATING COSTS), WHETHER IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

Otherwise you agree to limit CATCH maximum aggregate liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to you as follows. If a court of competent jurisdiction determines that CATCH or any of its, subsidiaries, affiliates, or parent companies is directly responsible for damages arising from the services that CATCH performs or the systems it provides under these Terms and Conditions, such damages shall be limited to the sum of the yearly service and equipment charges actually paid by you under these Terms and Conditions during the year in which the event giving rise to such damages occurred. Except as expressly provided elsewhere in these Terms and Conditions, these agreed upon damages are your sole and exclusive remedy no matter the cause of any loss, damage, injury, or other consequence, whether caused by negligence, gross negligence, tort, failure to perform duties under these Terms and Conditions, breach of warranty, strict liability, failure to comply with any applicable law, or other default by CATCH on any of its obligations in these Terms and Conditions.

THE FOLLOWING STATEMENT APPLIES TO CUSTOMERS THAT ARE 'CONSUMERS' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW: The benefits given to the consumers in these Terms and Conditions are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which these Terms and Conditions relate. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled, at our option to a replacement or refund for a major failure. You are also entitled, at our option, to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In the case of liability for services that do not meet the consumer guarantees, our liability to you will be, at our option: (a) the supply of the services again; or (b) the payment of the cost of having the services supplied again.

You must take reasonable steps to mitigate any loss you suffer or incur under or in connection with these Terms and Conditions.

25. Force Majeure

If an event outside of our reasonable control ("Force Majeure Event") prevents us from complying with our obligations under your Order, those obligations will be suspended for the duration of the Force Majeure Event. If we are affected by the Force Majeure Event, we must use our best endeavours to give you prompt notice of and full details about the Force Majeure Event and minimise, overcome or remove the Force Majeure Event as quickly as practicable.

26. Enforceability

In case any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby.

27. Governing Law and Arbitration

If any part of the Order is or becomes illegal, void or unenforceable, this does not invalidate the rest of the Order. These Terms and Conditions are governed by the law in force in New South Wales. Each party submits to the exclusive jurisdiction of the New South Wales courts.

28. No Unlawful or Prohibited Use

As a condition of your use of the Software Platform, You warrant to CATCH that you will not use the Software Platform for any purpose that is unlawful or prohibited by these Terms and Conditions, Software Platform Terms and Conditions or any other applicable agreement. You may not use the Software Platform in any manner which could damage, disable, overburden, or impair the Software Platform or interfere with any other party's use of the Software Platform. You further agree that no joint venture, partnership, employment, or other relationship exists between You and CATCH, except as otherwise documented in writing. You covenant that You shall not reverse engineer, decompile, or disassemble any of the Software Platform's components except to the extent permitted by applicable law.

29. Trademark and Copyright Notice

CATCH name and logo are trademarks owned and used by CATCH. Use of these marks without the prior express written permission of CATCH is prohibited. All other trademarks referenced in these Terms and Conditions or referenced or used on the Software Platform, or any part of CATCH' website or in the course of CATCH' business (such reference or use as may be amended from time to time) are the property of CATCH or their respective third-party owners. CATCH is the owner or authorised licensee of the copyright in these website pages (including without limitation all text, graphics and computer code relating thereto or associated therewith) and all other intellectual property and proprietary rights therein, and all rights are reserved. Permission is given for the downloading and temporary storage of one or more of these pages for the sole purpose of viewing them on a stand-alone personal computer or monitor and solely for the purpose of these Terms and Conditions.