

Termina Service Agreement

**Important information about
your Termina Plan.**

Termina Service Agreement

Welcome to Termina (Amission Renewables Pty Ltd, ABN: 67 636 146 159). Below we set out the terms of your engagement with us (“**Terms**”).

1. What you will receive in your Termina Plan

Termina will act as the primary contact for your energy account, handling all communications and administrative tasks with the energy retailer on your behalf. As part of your Termina Plan, you will receive the following services and benefits:

Monthly review and comparison

Termina will review your current energy usage patterns against energy retailer market offers once a month upon the issuance of your bill. This ensures that you are always on the most cost-effective plan available.

Termina will automatically switch your business account to the cheapest market offer available unless you have provided specific instructions otherwise. These switches will only occur when there is a cost savings for the Supply Address.

If your energy retailer changes energy rates to a more expensive plan, Termina will immediately compare these prices with the latest market rates. If no better rates are found, the site will be switched to the new plan, which will then become the baseline for calculating future savings.

No hidden fees

Your Energy Rates and Charges will be clearly set out in the monthly invoice. Termina will always quote savings prices after deducting its commission. You will not incur any additional fees if no savings are found.

Termina does not charge any exit fees or additional commissions for its services. Any fees such as dishonoured payment fees or payment processing fees are directly passed on from your energy retailer.

Billing and Payment Flexibility:

You will receive monthly energy bills from Termina, who will also be the recipient of Energy Retailer notices. These will be made available to you via your nominated email address. You can pay your bills by direct debit, bank transfer, or any other method listed on your bill or agreed by Termina.

2. Commencement of your Termina plan

By entering into this Plan, you agree and acknowledge that Termina will select an Energy supplier on your behalf. Your Termina Plan begins on the day you accept the offer, however, the Supply Commencement Date under the General Terms will be:

1. the date specified in the Offer (if a date is specified); or
2. the date we become an authorised representative for energy used at your Supply Address.

If you have recently moved into the Supply Address or have arranged a new connection service, the Supply Commencement Date is the date we become an authorised representative for energy used at your Supply Address. See the Terms of Use for further information

3. Service standards

Our service will comply with all regulatory requirements applicable in your Australian state. The relevant service standard obligations are specified in the regulatory requirements set out in your retailer's energy plan.

4. Term

There is no fixed term for your contract with Termina set out in the General Terms and the documents incorporated by the Terms of Use and you may terminate your Termina plan at any time, at no cost by providing us with written notice.

Any termination will be exercised three (3) business days from the date of notice.

5. Prices, fees and charges:

Termina will identify the best current retail offer for your property, with energy rates and charges detailed in your monthly invoice. If no savings are found, no fees are incurred. Fees such as dishonoured payment fees or payment processing fees are directly passed on from your energy retailer.

Termina's commission is included in the savings quoted to you, meaning the amounts are net of our commission. We do not charge additional fees, such as exit fees or extra commissions.

If your energy retailer increases rates, Termina will compare these with current market rates. If no better rates are found, the site will switch to the new plan, which will then become the baseline for future savings calculations. You will be notified of these changes.

6. Billing and payment arrangements

Termina will act as the primary contact for your account. Termina will provide you with monthly energy bills and will receive all Energy Retailer notices on your behalf. These notices will be available to you and sent to your nominated email address.

You must pay your Charges by the due date on your bill. You can pay by any method stated on your Termina gas or electricity Invoice, or as agreed with us.

Payments can be made via direct debit (in accordance with our direct debit terms), bank transfer, or any other method agreed in writing with Termina. A payment processing fee may apply if your chosen payment method incurs a merchant services fee. Other charges may include pass-through amounts from your distributor, meter service provider, or third parties for services arranged with your consent. We will notify you of any such charges upon your request.

Missed payments

In the event a Termina invoice has not been paid by the due date, with no payment plan arranged, you acknowledge and agree Termina has the right to allow energy companies to disconnect your energy after overdue reminders have been issued.

7. Limitation of liability

You acknowledge and agree that Termina shall not be liable for any errors, omissions, or actions taken in good faith while acting as your authorised representative, including any inadvertent errors or changes made to accounts.

You further agree to indemnify and hold Termina harmless from any and all claims, damages, or liabilities arising from or related to Termina's authorised actions on your behalf.

8. Relocation

In the event you are moving your Supply Address, you must transfer your Termina Plan by providing seven (7) Business Days' notice. Termina will continue to provide the best energy offer for the new Supply Address.

9. Terms of Use and Privacy Policy

For more information please refer to the Terms of Use and Privacy Policy:

- termina.io/terms
- termina.io/privacy

10. Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria

11. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. Any invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to render it valid, legal, and enforceable.

13. Amendment

This Agreement may only be amended or modified by approval of the authorised business under this agreement. You give Termina consent to update the phone number, email address, and other business information related to this agreement when you approve these information updates

14. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, natural disasters, strikes, or governmental regulations.

Letter of Authority to Energy Retailers

To whom it may concern,

I am pleased to confirm that Amission Renewables Pty Ltd (T/A Termina, ABN: 67 636 146 159) is authorised to act as our agent in the commission and administration of electricity and gas market contracts on our behalf for a minimum period of 36 months, or until I revoke authority in writing.

This authorisation includes requesting electricity and gas quotes and entering into contracts on our behalf, as well as requesting retailers to access our electricity and gas metering data and any other documents, account changes (including but not limited to payment arrangements, contact updates and move-ins/move-outs), and information relating to the supply of energy at our property/properties. This includes contract periods and exit fees. This pertains to all electricity and gas accounts, for which account numbers will be provided by email if required. Site addresses will also be included in these communications below.

I also authorise and consent to Amission Renewables Pty Ltd to have email copies of the electricity and gas accounts for the sites listed sent to accounts@termina.io, accounts@threadlet.com.au and Termina listed as the primary contact until such time we withdraw consent.

I also confirm that I do not have life-support equipment or require concessions for any sites related to this agreement.

By signing this Letter of Authority, I acknowledge and agree that Termina shall not be liable for any errors, omissions, or actions taken in good faith while acting as our authorised representative. This includes any inadvertent errors or changes made to our accounts. I agree to indemnify and hold Termina harmless from any and all claims, damages, or liabilities arising from their authorised actions on our behalf.

*By signing this I agree to the terms of
Termina's Service terms and
Letter of Authority.*

_____/_____/_____
(Full name)
(Company Name)
(ABN/ACN)
(Signature)
(Date)