



Amber Electric
Third Party Device Optimisation Terms and Conditions

1. Introduction

These terms apply to any customer of Amber who is receiving device optimisation services from a third party Technology Partner.

Capitalised terms in this document can be found in the **Glossary** at the end of this document.

2. Customer acknowledgment

You acknowledge and agree to the following:

- (a) the Technology Partner, and not Amber, is responsible for controlling the operation of each Optimised Device and You should raise all operational issues with the Technology Partner directly;
- (b) Amber takes no responsibility for the performance and operation of any Optimised Device;
- (c) the Technology Partner, and not Amber, is the responsible entity for any Personal Information provided by You directly to the Technology Partner (including Your [Amber API](#));
- (d) You will comply with any separate terms and conditions as agreed between You and the Technology Partner relating to each Optimised Device; and
- (e) The Technology Partner may have received or is receiving a payment from Amber for referring You to become a customer of Amber under a Third Party Device Optimisation Arrangement. Further details can be requested by contacting Us on the details provided at paragraph 7.

3. Privacy & your data

Your Personal Information, which may include name, email address and site details, may be disclosed to the Technology Partner for the purpose of validating You are a customer of Amber and to provide You with device optimisation services under your arrangement with the Technology Partner.

Your Personal Information may also be disclosed by the Technology Partner to its partners, but only for the purpose of providing device optimisation services under the terms of an arrangement entered into with You.

You consent to Amber disclosing your Personal Information to the Technology Partner and its partners under this Clause.

You may withdraw your consent under this Clause at any time. However, You may no longer receive the full benefit of services under your arrangement with the Technology Partner. Personal Information provided to the Technology Partner will be treated in accordance with their privacy policy.

We will comply with all relevant privacy laws regarding your Personal Information. Our [Privacy Policy](#) sets out how we will collect, use, store and disclose your Personal Information.

4. Changes to these Terms and Conditions

We may need to vary these terms and conditions – although we will do what we can to make sure this does not happen often. We will give You at least 10 Business Days' notice of any changes.

5. Suspension and termination

You may terminate this agreement at any time by contacting us on the details at paragraph 7. In doing so, You may no longer receive the full benefit of device optimisation services under your arrangement with the Technology Partner.

We may terminate or suspend this agreement at any time if:

- (a) You materially or persistently breach these terms;
- (b) You breach any of the standard terms entered into between You and the Technology Partner; or
- (c) your retail electricity supply contract is terminated for any reason.

6. Glossary

'These terms' means the terms and conditions in this document;

'Amber', 'We, and 'Us' means Amber Electric Pty Ltd (ABN 98 623 603 805);

'Eligible Customer' and 'You' means a customer of Amber who has an arrangement with a Technology Partner in relation to an Optimised Device, where the customer was referred to Amber by the Technology Partner pursuant to a Third Party Device Optimisation Arrangement;

'Optimised Device' means any hardware, such as an electric vehicle, battery, or other smart device, that is operated remotely by a Technology Partner pursuant to an arrangement with an Eligible Customer;

'Personal Information' has the meaning given under the *Privacy Act 1988*;

'Technology Partner' means a third party with whom an Eligible Customer has an arrangement in relation to an Optimised Device;

Third Party Device Optimisation Arrangement means an arrangement between a Technology Partner and Amber whereby a person becomes a customer of Amber.

7. How to Contact Us

Our most up to date contact details are available at amber.com.au/contact

Phone: 1800 531 907

Email: info@amber.com.au