

Contact EV Flex Pilot Terms and Conditions 2025

Agreement

Contact Energy Limited's ("Contact") general terms and conditions for residential customers ('General Terms'), and residential plan special terms and conditions ('Special Terms'), together with these EV Flex Pilot terms and conditions, apply to your participation in the Contact EV Flex Pilot. If there are any inconsistencies between the Terms and the EV Flex Pilot Terms, the EV Flex Pilot Terms shall prevail. Contact reserves the right to cancel the EV Flex Pilot or modify these Terms without notice at any time and shall not be liable for any loss or damage incurred as a result.

Definitions

Enode means our partner, Enode AS, that provides the software platform (the Enode Platform) that provides EV integration.

EV means electric vehicle.

Instant Charging means any EV charging that is not Scheduled Charging and that takes place in instant or override mode.

Contact, we, or us means Contact Energy Ltd

Scheduled Charging means any EV charging that takes place under the control of the Enode Platform at times reasonably determined by Contact to best meet your charging schedule, subject to any restricted times notified by Contact to you, and a Schedule Charge and Schedule Charged shall be construed accordingly.

Schedule Charge Session means the period of time when you charge your EV using Scheduled Charging, beginning when the EV is plugged in and ending when the EV is unplugged.

Terms means these EV Flex Pilot terms and conditions.

Supply Address means the physical address of your property where Contact is the electricity retailer and your EV will complete its charge sessions.

1. Eligibility Requirements

- 1.1 To be eligible for the EV Flex pilot, you must meet the following eligibility criteria:
 - a. You must be an existing Contact residential electricity customer on an eligible Contact Energy Plan with your account registered at the Supply Address;
 - b. You must have a communicating smart meter;
 - c. You must not have a shared power source at the Supply Address;
 - d. You must have a compatible EV with an internet connection at the Supply Address. A compatible EV will be an EV that Contact can connect to, read data from, and control Scheduled Charging for;
 - e. You must complete the onboarding process by connecting your eligible EV to allow Contact and Enode to Schedule Charge your EV at the Supply Address.
- 1.2 You will not be eligible for the EV Flex pilot if:
 - a. You or any other occupant at the Supply Address has a requirement for life support equipment at the Supply Address;

2. Data

- 2.1 Enode will collect data from your EV and/or your EV charger via the Enode Platform so that Contact and Enode may provide the Scheduled Charging to you.

You will need to agree to Enode's Privacy and User Agreement when you sign up for the EV Flex Pilot.

- 2.2 Contact accepts no responsibility for the accuracy of the information received from your EV.
- 2.3 If your EV or EV charger (as applicable) does not provide us with data for reasons outside of Contact's control (for example, because of poor internet connection or hardware (i.e., phone or EV) malfunction), we may be unable to provide you with benefits for the period during which the data was unavailable.
- 2.4 If we deem that your EV is providing data to us that is inaccurate, we reserve the right to remove the Scheduled Charging from your account. It is your responsibility to contact the EV manufacturer if you believe the data being recorded and provided to us is inaccurate.
- 2.5 You are responsible for ensuring that your EV and EV charger (as applicable) remain connected to the internet.
- 2.6 If your EV is not connected to the internet or is not sharing your location for any reason, or if you're disconnected from the Enode Platform for any reason, we won't record your Scheduled Charging consumption during that time. This will mean that you won't receive any benefits from the Scheduled Charging while your charger is not providing us with Scheduled Charging data.
- 2.7 If you are using another application, service, or device to schedule your EV charging, we may not be able to Schedule Charge your EV, and you may not receive benefits for the relevant period when the other application, service, or device was in operation.
- 2.8 Contact is not responsible for any loss (including loss of benefits or suboptimal charging) due to any of the scenarios set out above.

3. Suspension and Termination

- 3.1 At any time, you can request to stop the Scheduled charging and/or be removed from the EV Flex pilot and this request will be processed within 3 business days.

4. Liability

- 4.1 Subject to regulatory requirements, we are not liable to you for any loss or damage in connection with or arising out of these Terms.
- 4.2 Nothing in these Terms will limit or exclude our liability to you for death or personal injury because of our negligence, fraud or fraudulent misrepresentation, or any other matter in respect of which it would be unlawful for us to exclude or limit liability.
- 4.3 We aim to provide, but cannot guarantee, a continuous service free of interruptions and technical errors. Contact will not be responsible for any suboptimal charging you experience for reasons outside of Contact's control.

5. Credit

- 5.1 For participating in the EV Flex pilot, we will apply a credit of \$50 (incl. GST) to your Contact Energy account each month during the pilot. These credits will be applied the first week of July, August and September 2025.
- 5.2 If you withdraw from the EV Flex pilot during this time, any further credits will be forfeit.
- 5.3 The credit is not transferable, refundable nor redeemable for cash or cash equivalents.