



Trade Portal Terms & Conditions

Including Privacy Collection Statement & Privacy Policy

Suncloud Energy Pty Ltd — ABN 46 687 151 355

Applies to: the Suncloud trade pricing & configurator portal at hub.suncloudenergy.com.au

Version: v1.0 · Issued: 5 August 2026

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A Trade Portal Terms of Use

1. About these terms & your acceptance

These Terms & Conditions (**Terms**) govern your access to and use of the online trade pricing and configurator portal (the **Portal**) operated by Suncloud Energy Pty Ltd (ABN 46 687 151 355) (**Suncloud, we, us, our**). The Portal is provided to solar installers, retailers, distributors and other trade customers to view indicative product pricing, build system configurations, and prepare enquiries.

- a. By registering for an account, ticking the acknowledgment at registration, or otherwise accessing or using the Portal, you agree to these Terms and to the Privacy Collection Statement & Privacy Policy in Part B. If you are registering on behalf of a business, you confirm you are authorised to accept these Terms for that business, and "you" means both you and that business.
- b. The Portal is intended for business and trade use. It is not a consumer sales channel and is not intended for personal, domestic or household acquisitions.
- c. If you do not agree to these Terms, do not register for or use the Portal.

2. Eligibility & trade-account registration

- a. To use the pricing features of the Portal you must register an account and provide accurate, current and complete information (including your name, business name, email, phone number, business category and location).
- b. You warrant that the information you provide at registration and afterwards is true and not misleading, and you agree to keep it up to date.
- c. Registration does not by itself grant access to pricing. We may verify your details and, at our discretion, approve, decline or later revoke an account or pricing access — for example where we cannot verify a genuine trade relationship. Approval is typically confirmed by email.
- d. We may set, vary or withdraw eligibility criteria for trade accounts from time to time.

3. Account security

- a. You are responsible for keeping your login credentials confidential and for all activity that occurs under your account.
- b. You must not share your account, allow others to use it, or let anyone who is not an authorised person within your business access pricing through it.
- c. You must notify us promptly at info@suncloudenergy.com.au if you suspect any unauthorised use of your account or any security breach.

4. Acceptable use & pricing confidentiality

- a. **Pricing shown in the Portal is confidential trade information.** You must not disclose, publish, on-sell, or otherwise make it available to any person outside your business, or to any competitor of Suncloud, and you must not present our indicative trade pricing to end customers as their price.

- b. You must not: (i) copy, scrape, harvest or systematically extract content or pricing from the Portal; (ii) use any automated means to access the Portal; (iii) attempt to gain unauthorised access to the Portal or its systems; (iv) interfere with or disrupt the Portal; or (v) use the Portal in breach of any law or these Terms.
- c. You must use the Portal only for legitimate trade purposes connected with acquiring or quoting Suncloud/Deye products.

5. Pricing, configurator & estimates

- a. Prices displayed in the Portal are **indicative recommended pricing only**. They do not constitute an offer capable of acceptance, and no contract of sale is formed through the Portal.
- b. Prices are shown exclusive or inclusive of GST as indicated, may change without notice, and are subject to confirmation, product availability and stock at the time of order.
- c. System configurations, sizing outputs, and any rebate, STC or PDRS figures generated by the Portal are **estimates for guidance only**. They are not financial, taxation, regulatory or engineering advice, and are not a promise of any incentive, eligibility, outcome or performance. You are responsible for verifying specifications, eligibility and figures against the official datasheets, the relevant scheme rules and a suitably qualified professional before relying on them or quoting a customer.
- d. We take reasonable care with the information in the Portal but do not warrant that it is complete, current or error-free.

6. Orders & supply

- a. The Portal is an information and quotation-support tool. Orders are placed and accepted separately (for example through our enquiry channel or your Suncloud account manager), and any sale is governed by the supply terms agreed for that order.
- b. Nothing in the Portal obliges us to supply any product at a displayed price or at all.

7. Intellectual property

- a. All intellectual property in the Portal and its content – including text, layout, data, images, and the Suncloud and Deye names and logos – is owned by or licensed to Suncloud and its licensors. "Deye" is a trade mark of its owner and is used with permission.
- b. We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Portal for the trade purposes described in these Terms. You must not reproduce, distribute, modify or create derivative works from Portal content except as reasonably necessary for those purposes.

8. Consumer guarantees & liability

- a. **Australian Consumer Law.** Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) or any other law, where to do so would be unlawful (**Non-excludable Rights**).

- b. **Limitation.** Subject to paragraph (a), and to the maximum extent permitted by law, our liability to you for a failure to comply with a guarantee that cannot be excluded (other than a guarantee under sections 51 to 53 of the Australian Consumer Law) is limited, at our option, to: (i) in the case of goods — replacing or repairing the goods, or paying the cost of doing so; and (ii) in the case of services — resupplying the services, or paying the cost of resupply; where it is fair and reasonable for us to rely on this limitation.
- c. **General limitation.** Subject to paragraph (a), and to the maximum extent permitted by law, we are not liable to you for any indirect, special or consequential loss, or for any loss of profit, revenue, business, goodwill or data, arising out of or in connection with the Portal or these Terms, however caused.
- d. The Portal is provided on an "as is" and "as available" basis. Subject to paragraph (a), we do not warrant that it will be uninterrupted, secure or error-free.

9. Suspension & termination

- a. You may close your account at any time by contacting us.
- b. We may suspend or terminate your access to the Portal: (i) on reasonable notice for any reason; or (ii) immediately where you breach these Terms, where we reasonably suspect misuse or a security risk, or where required by law.
- c. Clauses that by their nature should survive termination (including 4, 7, 8, 11 and Part B) continue to apply after your access ends.

10. Changes to these terms

- a. We may update these Terms from time to time. Where a change is material, we will give you reasonable notice (for example by email or a notice in the Portal) before it takes effect.
- b. Your continued use of the Portal after a change takes effect means you accept the updated Terms. If you do not accept a change, you should stop using the Portal.

11. Governing law & general

- a. These Terms are governed by the laws of Victoria, Australia, and you submit to the non-exclusive jurisdiction of the courts of that State.
- b. If any provision is or becomes unenforceable, it is read down or severed to the minimum extent necessary, and the remaining provisions continue in force.
- c. A failure or delay by us to exercise a right is not a waiver of that right.
- d. These Terms, together with Part B, are the entire agreement between you and us about your use of the Portal.

12. How to contact us

Suncloud Energy Pty Ltd (ABN 46 687 151 355) — info@suncloudenergy.com.au. Business address: Level 2, UL40/1341 Dandenong Road, Chadstone VIC 3148.

B Privacy Collection Statement & Privacy Policy

13. About this privacy notice

Suncloud Energy Pty Ltd (ABN 46 687 151 355) is committed to protecting your personal information and handling it in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs). This Part B is both the collection statement we give you when you register (so you know how your information will be handled) and our privacy policy. In it, "personal information" has the meaning given in the Privacy Act.

14. What personal information we collect

When you register for and use the Portal, we collect personal information including:

- a. your name, business/company name, email address and phone number;
- b. your business category (for example installer, retailer, distributor or end customer) and location (suburb and State);
- c. your account login details (we store your password only in a securely hashed form); and
- d. records of your use of the Portal, and any enquiries or correspondence you send us.

15. How & why we collect it

- a. We collect this information directly from you, through the registration form and your use of the Portal, and when you contact us.
- b. We collect and use it to: (i) create, verify and manage your trade account; (ii) grant and administer access to Portal pricing and configurator features; (iii) prepare quotations and respond to your enquiries; (iv) communicate with you about your account, our products and service matters; (v) maintain the security and integrity of the Portal; and (vi) meet our legal and record-keeping obligations.

16. If you don't provide it

If you do not provide the information marked as required at registration, we will not be able to create your account or grant you access to the Portal's pricing features.

17. Who we disclose it to

We do not disclose your personal information to any other company or related entity for their own purposes, and we do not sell it. We disclose it only:

- a. to trusted service providers that operate our systems on our behalf (for example website and application hosting, database and email) — they may access personal information only to provide those services to us, under contracts that require them to keep it secure and use it solely on our instructions; and
- b. where you have consented, or where we are required or authorised by law to do so.

18. Data location & overseas disclosure

We store and process your personal information on servers located in **Australia**, and we do not disclose it to overseas recipients. If this ever changes, we will update this notice and, where required, obtain your consent or take the steps required by the Australian Privacy Principles before any overseas disclosure.

19. Direct marketing & opt-out

- a. If you have opted in, we may send you Deye product updates, pricing changes and similar marketing communications.
- b. You can opt out at any time using the unsubscribe link in our emails or by contacting info@suncloudenergy.com.au. Opting out of marketing does not stop service and account-related messages.

20. Security & retention

- a. We take reasonable steps to protect personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure — including access controls, encryption in transit, and hashing of passwords.
- b. We keep personal information only for as long as we need it for the purposes described in this notice or as required by law, after which we take reasonable steps to destroy or de-identify it.

21. Access, correction & complaints

- a. You may ask us to access or correct the personal information we hold about you by contacting info@suncloudenergy.com.au. We will respond within a reasonable time and may need to verify your identity first.
- b. If you have a privacy complaint, please contact us at the same address and we will investigate and respond. If you are not satisfied with our response, you may contact the Office of the Australian Information Commissioner (OAIC) at oaic.gov.au or 1300 363 992.

22. Changes to this privacy notice

We may update this privacy notice from time to time. The current version is available in the Portal, and the version and issue date are shown on the cover of this document.

End of document. Suncloud Energy Pty Ltd · ABN 46 687 151 355 · v1.0 · Issued 5 August 2026.