

## Terms and Conditions

Last updated: 7 August 2024

### Summary of fundamental terms

Below is a summary of the fundamental terms set out in these Terms. It is important however that you review all of the provisions set out in these Terms in their entirety.

- (a) **Price** You must pay ChargePost the Price for using the Public Charging Services. Please refer to clause 3.2(a) and clause 5 for more information.
- (b) **Use of Public Charger** You must use a Public Charger in a safe manner with reasonable care and must not negligently, recklessly or intentionally damage a Public Charger. Please refer to clause 3.2 for more information.
- (c) **Use of App** You must use the App for your Intended Use and otherwise for the purpose for which it has been developed. Please refer to clause 4.3 for more information.
- (d) **Termination** ChargePost may terminate provision of the Services to you at any time, including but not limited to when you materially breach these Terms or otherwise suffer an insolvency event. ChargePost may also terminate or suspend the Services in certain other circumstances. Please refer to clause 6.3 for more information.
- (e) **Your liability** You are liable for, and indemnify ChargePost against, certain Claims arising from or in connection with your use of the Services. Please refer to clause 6.4 for more information.
- (f) **Our liability under the ACL** To the extent that ChargePost fails to comply with a consumer guarantee under the Australian Consumer Law, ChargePost's liability will be limited to, at its election:
  - (i) for the failure of a guarantee relating to goods, the repair or replacement of the goods, or a refund of the amount paid by you to purchase the goods;
  - (ii) for the failure of a guarantee relating to the Services, supplying the Services again or paying the cost of having the Services resupplied to you.Please refer to clause 6.5 for more information.
- (g) **Our liability otherwise** To the extent permitted by law, our liability is limited for all Claims to \$200 in the aggregate. Please refer to clause 6.5 for more information.
- (h) **Capacity** To access and use the Services, you must be at least of an age where a driver's licence may be issued to you in the state or territory in which the Services are being provided. Please refer to clause 6.9 for more information.
- (i) **Variations** We may vary these Terms at any time. Where such variation would affect you in a materially adverse way, we will provide you with notice and give you the opportunity to terminate use of the Services if you do not agree to that variation. Please refer to clause 6.12 for more information.
- (j) **Definitions** Capitalised terms used in these Terms are defined in clause 7. Please refer to clause 7 for more information.

## 2. General

- (a) These terms are a legal agreement between you (you or your) and ChargePost Pty Ltd ACN 665 573 053 (ChargePost, us or we) (Terms).
- (b) These Terms apply to, as applicable:
  - (i) the use of ChargePost's Public Chargers (Public Charging Services);
  - (ii) the application known as 'ChargePost' which is operated by us (App); and
  - (iii) the processing of RFID cards, debit and credit card payments by ChargePost in connection with your use of the Public Chargers, including through the App (Payments), (together, Services).
- (c) This clause 2 and clause 6 apply to all Services.
- (d) By accessing and/or using the Services, you agree to be bound by these Terms. If you do not agree with any provisions of these Terms, you must not access or use the Services.

### 3. Public Charging Services Terms

#### 3.1 General

(a) If you are using Public Charging Services, this clause 3 applies to you. Other provisions of these Terms may also apply to the Public Charging Services, and this clause 3 should be read in conjunction with those sections.

(b) ChargePost grants you the right to access and use the Public Charging Services, subject to your compliance with the Terms related to the Public Charging Services.

#### 3.2 Your obligations

(a) You must pay ChargePost the Price for the Public Charging Services in accordance with clause 5.

(b) You must use the Public Chargers:

(i) for the intended purpose of charging a roadworthy electric vehicle;

(ii) in a proper, safe and efficient manner, including by safely connecting the charging cable to your electric vehicle before commencing the Public Charging Services;

(iii) with reasonable care and skill;

(iv) in a way that does not unreasonably interfere with, prevent or harm other users of the Public Chargers;

(v) in a way that reasonably avoids death, injury to any person or loss of or damage to any property, including the Public Chargers themselves;

(vi) in accordance with any manufacturer's instructions related to your electric vehicle; and in accordance with any applicable laws, regulations, rules or other codes of conduct.

(c) You must comply with:

(i) all safety notices and other signage relating to the conditions of use that are located on a Public Charger or otherwise in the near vicinity where the Public Charging Services are provided; and

(ii) any instructions from us to modify your use of the Public Charging Services that, in our reasonable opinion, contravenes these Terms.

(d) You must not, and must not cause or permit any third party to, in connection with the Public Charging Services:

(i) use a parking bay for a Public Charger for any longer than is reasonably required to commence charging, charge your electric vehicle and subsequently finish charging;

(ii) gain, or attempt to gain, unauthorised access to the Public Chargers or their related networks and systems;

(iii) access or use the Public Chargers in any way intended to, or otherwise which results in, avoiding paying the Price or making Payments in connection with such use;

(iv) remove or obscure any proprietary notice or other notices of any kind that are located on any Public Chargers;

(v) use the Public Chargers in any way that is unlawful, offensive, objectionable, harassing, threatening, defamatory, fraudulent or misleading and deceptive;

(vi) deface or tamper with a Public Charger;

(vii) negligently, recklessly or intentionally damage, or cause damage to a Public Charger; or

(viii) use a Public Charger that is, or ought reasonably be known to be, damaged, faulty or otherwise non-operational in any way. You must promptly notify ChargePost of any such damaged, faulty or otherwise non-operational Public Charger.

#### 3.3 Carbon abatement

To the extent permitted by law:

(a) any emissions reductions, Carbon Credits and other carbon abatement rights or activities whatsoever which are generated in connection with the Public Charging Services and our Public Chargers, are hereby assigned to and vested in ChargePost (or its nominees);

(b) you agree that ChargePost (or its nominees) will be the sole owner of such emissions reductions, Carbon Credits and related rights and the project proponent under any relevant Carbon Credit Scheme, and that ChargePost may utilise them as they see fit, including in connection with any Carbon Credit Scheme or by assignment or sale to any third party; and

(c) you agree to take any action reasonably necessary to effect such assignment or to provide for the creation and vesting of Carbon Credits, emission reductions or related rights to us (or our nominees) and not to take any action that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits, emission reductions or related rights.

#### **4. Public Charging Services Terms**

##### **4.1 General**

(a) If you are using the App, this clause 4 applies to you. Other provisions of these Terms may also apply to your use of the App, and this clause 4 should be read in conjunction with those sections.

(b) These Terms for the App will begin on the date that you accept these Terms or otherwise commence using the App and continue until you cease to use the App (App Term).

(c) The availability of the App is dependent on the third party from which you obtain the App, being the App Store. Each App Store may have its own terms and conditions related to the App that you must comply with, and the licence granted under clause 4.3(a) is conditional on you complying with those terms.

##### **4.2 Accounts, Profiles and Users**

(a) You may login to the App through:

- (i) a username and a password;
- (ii) a username and a magic link;
- (iii) Apple ID; or
- (iv) Google login, (Login Options).

(b) You will be able to set up a Personal Account within the App which can be used by an individual for personal or business use.

(c) The way in which you use the App will depend on whether:

(i) Tap and Go Payments: you are using the App to access payment information for Tap and Go Payments only, in which case:

(A) you will not be required to register for an Account; but

(B) You will be required to provide certain personal information as further described in our Privacy Policy;

(ii) Public Charging Services without RFID Card: you are using the App in connection with Public Charging Services without an RFID Card, in which case you will be required to register for a Personal Account in the App and provide certain personal information as further described in our Privacy Policy; and

(iii) Public Charging Services with RFID Card: you are using the App in connection with Public Charging Services with an RFID Card, in which case you may be required to register for a Personal Account in the App and provide certain personal information as further described in our Privacy Policy.;

(together, Intended Use).

(d) Please refer to our Privacy Policy and the privacy collection statement presented in the App before you use the App for further details on how we may collect, hold, use and disclose your personal information.

##### **4.3 Your rights and obligations**

(a) In consideration of you complying with these Terms in connection with your use of the App, ChargePost grants you a royalty-free, revocable, non-exclusive, non-sublicensable, non-transferable licence to use the App for the App Term.

(b) ChargePost will provide standard support services in relation to the App from time to time.

(c) You must:

(i) only use the App for:

(A) your Intended Use; and

(B) otherwise the purpose for which it has been developed;

(ii) use the App in a safe manner, including not using the App in contravention of any laws or road rules;

(iii) promptly report any errors, defects or malfunctions with the App to us;

(iv) keep all account information up-to-date, and use reasonable means to protect your account information and other login credentials, and promptly notify ChargePost of any known or suspected unauthorised use of or access to your account; and

(v) comply with:

(A) these Terms as relevant to the App;

(B) all applicable laws, regulations, rules and codes; and

(C) any reasonable directions issued by us from time to time in relation to your use of the App.

(d) You are solely responsible for ensuring that you have a device with sufficient internet connection, mobile data and functionality to use the App and ChargePost is not responsible for any Claims that result from your failure to maintain such connection, data and functionality.

(e) If the device that you use for the App is lost or stolen, you must immediately take all reasonable steps to protect your information held in the App, including without limitation by contacting any financial institution related to financial information submitted by you in the App.

#### 4.4 Additional conditions of use

Except as expressly set out in these Terms as relevant to the App or as permitted by law, you must not:

(a) transfer, sell, sublicense, monetise or make the App available to any third party;

(b) copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to or in the App;

(c) remove, modify or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from the App;

(d) reverse engineer, decompile, decrypt, disassemble, modify or make derivative works of the App;

(e) use any ChargePost Content other than as part of your permitted use of the App;

(f) interfere with other users' access to, or use of, the App, or with the security of the App;

(g) facilitate the attack or disruption of the App, including a denial of service attack, unauthorised access, penetration testing, crawling or distribution malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);

(h) undertake or cause an unusual spike or increase in your use of the App that negatively impacts the App's operation; or

(i) submit any information or data to the App that is not contemplated in these App Terms.

#### 4.5 Your acknowledgements

You acknowledge and agree:

(a) if you use the App together with any third party products, such use is solely at your own risk;

(b) you are responsible for complying with any third party provider terms, including its privacy policy;

(c) ChargePost does not provide any support or guarantee ongoing integration support for any hardware or software that is not the App;

(d) open-source software not owned by ChargePost but used in connection with the App is subject to separate licence terms. ChargePost will endeavour to ensure that open-source software licences will not materially affect your ability to exercise your rights under these App Terms; and

(e) the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in these App Terms meet your requirements.

#### 4.6 ChargePost's rights and obligations

ChargePost may:

- (a) Upgrade the App at any time;
- (b) perform scheduled maintenance of the App and the related infrastructure used to provide the App;
- (c) need to perform maintenance without providing you with advance notice, during which time ChargePost may temporarily suspend your access to, and use of, the App; and/or
- (d) stop providing the App, including component functionality by providing reasonable prior written notice on our Website.

#### 4.7 Location services

- (a) Where you have activated the location services functionality for the App;
  - (i) you will be able to use the App to locate nearby Public Chargers;
  - (ii) ChargePost will be able to, via the App, obtain access to data about your location; and
  - (iii) you consent to us collecting such data about your location and using such data for the purposes of providing location services, providing location specific promotions, and for other purposes where such location data is de-identified.
- (b) If you do not wish ChargePost to access information about your location via the App, you must deactivate the location services functionality by using your mobile device settings.
- (c) If you deactivate the location services functionality or otherwise do not agree in the App to ChargePost accessing this data, the location services functionality will not be available to you.

### 5. Payment Terms

#### 5.1 General

- (a) If you are required to make Payments to ChargePost, this clause 5 applies to you. Other provisions of these Terms may also apply to the Payments, and this clause 5 should be read in conjunction with those sections.
- (b) Payments may either be made:
  - (i) through the App, in which case you authorise ChargePost to use your nominated payment method to pay the Price after each use of the Public Charging Services; or
  - (ii) at a Public Charger by using the Tap and Go facility embedded within the Public Charger (Tap and Go Payment).

#### 5.2 Pre-Authorisations

ChargePost may require that an amount is pre-authorized through your nominated payment method prior to you using the Public Charging Services (Pre-Authorisation). The amount for the Pre-Authorisation will be reflective of the anticipated charge for the proposed Public Charging Services that you will use.

#### 5.3 Price

- (a) You must pay ChargePost the Price for all Public Charging Services that are used, initiated or attributed to you or your vehicle without set-off, deduction or delay.
- (b) The Price will be ChargePost's rates applicable to the Public Charging Services as shown on its Website, in the App and/or on the Public Charger (for Tap and Go Payment) as at the time that you use the Public Charging Services.
- (c) ChargePost may amend the standard rates applicable to the Public Charging Services shown on its Website, in the App and/or on the Public Charger at its discretion from time to time.
- (d) We will not charge you for use of the App.

#### 5.4 Failed Payments

- (a) If any Payment is declined for any reason (Failed Payment), you acknowledge and agree that ChargePost may suspend your use of the Public Charging Services unless and until that Failed Payment is made in full.

(b) ChargePost will notify you of the Failed Payment within a reasonable time after such decline and provide you with information regarding how to resolve that Failed Payment. You must resolve the Failed Payment immediately.

(c) You acknowledge and agree that ChargePost may attempt to recharge the Payment again if there is a Failed Payment before providing you with notice under clause 5.4(b). ChargePost may also attempt to recharge any Failed Payment should you provide an updated payment method.

(d) ChargePost is not liable for, and you indemnify ChargePost against, any Claims arising from or in connection with any suspension by ChargePost under clause 5.4(a) or fees associated with your non-payment of any amount owing to us.

(d) You acknowledge and agree that ChargePost may recover any outstanding amounts owed by you, either directly or indirectly through a third party, and you may be liable to pay ChargePost's reasonable costs of recovering any outstanding amounts under these Terms, including any Failed Payments.

#### 5.5 Access to invoices

(a) Regardless of whether you made a Payment through the App or as a Tap and Go Payment, you may request to receive invoices related to your completed Payments.

(b) We may request that you provide reasonable information to confirm that you were the payer in connection to that Payment as a condition of providing access to such invoices.

#### 5.6 Third Party Providers

(a) You acknowledge and agree that ChargePost uses third party service providers to facilitate Payments, including (Third Party Providers):

(b) You acknowledge and agree that:

(i) the Third Party Providers will collect, use, store and disclose any personal information and financial information provided by you as relevant to a Payment in accordance with their own terms and privacy policies;

(ii) ChargePost does not collect, use, store or disclose any financial information provided by you as relevant to a Payment, unless as strictly necessary to supply the Services and as otherwise provided for in our Privacy Policy; and

(iii) the Third Party Providers may charge additional fees in connection with the Payments and you must pay those additional fees at the time of making the Payment without set-off, deduction or delay.

(c) Where you enable or otherwise use location services via the App:

(i) via Google maps, you acknowledge and agree that you are bound by Google's Terms of Services; and

(ii) via Apple maps, you acknowledge and agree that you are bound by Apple Maps Terms of Use.

#### 5.7 Vouchers, promotional codes and offers, and credit notes

(a) This clause 5.7 applies if you use a voucher, promotional code or other promotional offer issued by ChargePost to make a Payment (Promotional Offer).

(b) A Promotional Offer:

(i) may only be applied towards a Payment for Public Charging Services in accordance with the terms and conditions issued with that Promotional Offer;

(ii) will only be valid until the earlier of expiry of the validity period and/or the balance of any limit (if applicable) specified in Promotional Offer is nil, after which time the Promotional Offer will automatically expire and any remaining balance (if applicable) will not be available for use or change;

(iii) is not redeemable for cash or any other benefit; and

(iv) cannot be transferred or sold without the prior written consent of ChargePost.

(c) Unless otherwise stated in a Promotional Offer, a Promotional Offer may not be used in conjunction with any other Promotional Offer.

(d) To use a Promotional Offer, you must:

(i) comply with this clause 5.7;

(ii) if applicable, only use the Promotional Offer up to the applicable balance associated with that Promotional Offer;

(iii) if specified, only use the Promotional Offer for the eligible vehicle specified in the Promotional Offer;

- (iv) use the Promotional Offer in good faith and for its intended purpose and in compliance with applicable Australian law;
- (v) not use the Promotional Offer for any purpose other than charging the intended vehicle for its intended use as a vehicle, including without limitation to extract electricity for any other purpose or to charge any other product; and
- (vi) pay us on demand for, and indemnify us against, any shortfall between the amount payable for the Public Charging Services and the balance of any Promotional Offer (if applicable).
- (e) You are solely responsible for:
  - (i) the security of any Promotional Offer and ChargePost has no responsibility for any theft, misuse or other loss of a Promotional Offer once provided to you; and
  - (ii) all other costs and expenses associated with you accessing and using the Public Charging Services.
- (f) If you use a Promotional Offer in a manner that does not comply with this clause 5.7 or any other applicable terms and conditions, we may terminate the Promotional Offer by giving you notice in writing and require you to pay for the Public Charging Services. On termination, Promotional Offer will automatically expire and any remaining balance will not be available for use or change.
- (g) Credit notes may only be used in accordance with their terms of issue.

## **6. General Terms**

### **6.1 General**

This clause 6 applies to all terms related to Public Charging Services, the App and Payments.

### **6.2 Complaints and Concerns**

- (a) If you are not satisfied with the Services or otherwise have concerns that you would like to raise with ChargePost in connection with the Services, you should contact us through the App or the Contact Us section on our Website.
- (b) We will consider all complaints and other enquiries submitted in accordance with clause 6.2(a) within a reasonable time of receipt, and otherwise in accordance with any obligations we have at law.

### **6.3 Termination and suspension**

- (a) We may terminate or suspend the provision of the Services or any part thereof at any time without cause by giving you written notice.
- (b) Deleting the App from your device and otherwise ceasing to access and use the App will constitute your intent to terminate these Terms.
- (c) We may terminate or suspend provision of the Services or any part thereof immediately on written notice to the other party if you:
  - (i) materially or repeatedly breach these Terms, including failure to pay for the Services; or
  - (ii) suffer an Insolvency Event.
- (d) Upon termination of the Services:
  - (i) you must stop using the Services and all rights and licences granted by ChargePost in connection with the Services will immediately cease; and
  - (ii) you must immediately pay ChargePost for any outstanding amounts in connection with the Services.
- (e) Clauses 3.3, 5.3, 5.4, 5.5, 6 and 7 will survive the expiration or earlier termination of these Terms.

#### 6.4 Your indemnity

You agree to indemnify, and keep indemnified, ChargePost and its Personnel from and against any Claims arising from or in connection with, as applicable:

- (a) your negligent, reckless or intentional damage to a Public Charger;
- (b) your uploading of information to, access to, or use or misuse of the App;
- (c) your breach of our Intellectual Property Rights;
- (d) any unauthorised use of the App on your device;

(e) any amounts for which ChargePost becomes liable to any third party, including any Third Party Provider, in connection with the Payments, including any chargebacks, fines, dishonoured payments or reversed payments of any kind; or

(e) any fraudulent or unauthorised transactions in connection with a Payment, except to the extent that the Claim is caused by ChargePost or its Personnel.

#### 6.5 Limitation of liability

(a) Exclusions: To the extent permitted by law:

(i) and without limiting the rights you may have under the Australian Consumer Law, ChargePost expressly disclaims all warranties, express or implied, including without limitation, implied (ii) warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement;

(ii) the Services are provided on an 'as is' and 'as available' basis;

(iii) ChargePost has no obligation of any kind to ensure the Services are uninterrupted, operational or continuously available or accessible, including in connection with any Payments or related facilities made available by any third parties including Third Party Providers;

(iv) where ChargePost advertises a specific charging kilowatt rate for Public Chargers, you acknowledge that such rate is a maximum rate deliverable and the actual rate may vary due to external variables, including environmental and site factors, electricity supply and vehicle charging capability and restrictions. ChargePost will have no liability for any Claims related to a failure of a Public Charger to meet any advertised or assumed charging capacities;

(v) ChargePost will have no liability for any Claims related to death, personal injury or loss of or damage to property that arise from or in connection with the Services, except to the extent caused by ChargePost or its Personnel;

(vi) ChargePost will have no liability for any Claims related to any data or other information that is lost, corrupted or subject to unauthorised use in connection with the Services, including in connection with any Third Party Providers, except to the extent caused by ChargePost or its Personnel;

(vii) ChargePost will have no liability for any Claims caused or contributed by errors or omissions in any information or instructions you provide in connection with the Services, except to the extent caused by ChargePost or its Personnel;

(viii) ChargePost does not warrant, guarantee or represent that the use of the Services will be uninterrupted or error free; and

(ix) ChargePost will have no liability where your ability to use the Services, or the Services' operation or availability, is affected due to third party utilities, systems, or services used for accessing the Services being unavailable from time to time.

(b) Maximum liability: To the extent permitted by law, the total liability for ChargePost for Claims arising under or in connection with these Terms is limited in the aggregate to AUD\$200.

(c) Consequential loss: To the maximum extent permitted by law, ChargePost is not liable for Consequential Loss arising out of or in connection with these Terms.

(d) Mitigation: Each party must mitigate any loss they suffer as a result of the breach by the other party to these Terms or any warranty or indemnity provided under these Terms.

(e) Australian Consumer Law: To the extent that ChargePost fails to comply with a consumer guarantee under the Australian Consumer Law, ChargePost's liability will be limited to, at its election:

(i) for the failure of a guarantee relating to goods, the repair or replacement of the goods, or a refund of the amount paid by you to purchase the goods;

(ii) for the failure of a guarantee relating to the Services, supplying the Services again or paying the cost of having the Services resupplied to you.



## 6.6 Intellectual Property Rights

You acknowledge and agree that:

- (a) all ChargePost IP remains the exclusive property of ChargePost or, where applicable, the third party licensor from whom ChargePost derives the right to use them;
- (b) all Intellectual Property Rights in and to the original created components of the App (including but not limited to rights in any images, photographs, animations, video, text, design, know-how and proprietary information incorporated into the App), and any copies of the App are owned by ChargePost;
- (c) you have no Intellectual Property Rights in or to the App other than the licence granted to use the App in accordance with section 4.3(a) of these Terms; and
- (d) all title and Intellectual Property Rights in and to additional third party libraries and content accessed through use of the App is the property of the respective content owner and these Terms grant you no rights to use such content; and
- (e) you grant ChargePost a non-exclusive, royalty-free, worldwide, transferable and sublicensable licence to use any information or material uploaded by you into the App for any purpose in the ordinary course of our business.

## 6.7 Privacy

- (a) Both parties must comply with all applicable requirements of the Data Protection Legislation.
- (b) Without prejudice to the generality of clause 6.7(a), you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of any personal information to ChargePost and its Personnel for the duration and purposes of these Terms so that ChargePost and its Personnel may lawfully use, process and transfer the personal information in accordance with these Terms on your behalf and, if applicable, all consents and notices necessary to send and distribute communications relating to use of the Public Charging Services, App and Payments (as applicable).
- (c) ChargePost may use any personal information disclosed to us in, through or in connection with the Public Charging Services, App and Payments (as applicable) in accordance with our Privacy Policy.

## 6.8 Use of data

You grant ChargePost a non-exclusive, royalty-free, non-transferable right to access and use any data or other personal information that you provide to ChargePost, or is otherwise generated, in connection with the Services:

- (a) in connection with the performance of these Terms;
- (b) for internal purposes; and
- (c) for storage purposes,  
on an anonymised and de-identified basis for the purpose of improving the Services or expanding ChargePost's services.

## 6.9 Capacity

- (a) To access and use the Services, you must be at least of an age where a driver's licence may be issued to you in the state or territory in which the Services are being provided. By accessing and using the Services, we are entitled to rely on your representation that you meet this requirement.
- (b) If you are under the age of 18, you must have the permission of your parent or legal guardian, and your parent or legal guardian must agree, to:
  - (i) assume all risk, responsibility and liability allocated to you that may arise under these Terms; and
  - (ii) provide all consents required under these Terms on your behalf.
- (c) ChargePost may request reasonable evidence of your compliance with this clause 6.9 at any time. If you fail to comply with such a request within a reasonable time, ChargePost may immediately terminate or suspend your access to and use of the Services.

#### 6.10 Force Majeure

- (a) Neither party shall be liable for any delay or failure to perform its obligations under these Terms if due to a Force Majeure Event.
- (b) ChargePost may terminate these Terms or any part thereof on written notice to you if a Force Majeure Event continues for a consecutive period of 30 days or more.

#### 6.11 Assignment

- (a) You must not assign, novate, subcontract or resell, in whole or in part, any of your rights or obligations under these Terms without ChargePost's prior written consent.
- (b) ChargePost may assign, novate or otherwise transfer, in whole or in part, any of its rights and obligations under these Terms without your prior written consent. You must execute all documents reasonably required to give effect to this clause.
- (c) ChargePost may subcontract, in whole or in part, any of its rights and obligations under these Terms without your prior written consent.

#### 6.12 Variations to Terms

You acknowledge and agree:

- (a) where ChargePost's variation to these Terms would affect you in a materially adverse way, ChargePost may vary these Terms by notifying you at least 14 days prior to the variation coming into effect; provided that
- (b) if you do not agree to a variation under clause 6.12(a), you may terminate these Terms without penalty by providing ChargePost with written notice prior to the date that the variation will take effect; and
- (c) where ChargePost's variation to these Terms would not affect you in a materially adverse way, ChargePost may vary these Terms by providing you with 14 days' notice of the variation.

#### 6.13 Notices

- (a) Any notice delivered by ChargePost to you under these Terms will be delivered via email, in the App or otherwise by using any contact details provided by you (as applicable).
- (b) ChargePost will publish any non-material notice on its Website from time to time.

#### 6.14 Miscellaneous

- (a) These Terms, and any disputes arising from it, will be governed exclusively by the law of New South Wales and the courts having jurisdiction in New South Wales.
- (b) If any clause or portion of these Terms is not enforceable, it will not affect any other terms and the unenforceable term will be severed to the extent it is possible to do so, while the remainder of the term is given effect.
- (c) These Terms supersede all previous agreements about its subject matter. This agreement embodies the entire agreement between the parties.
- (d) If we do not insist immediately that you fulfil an obligation under these Terms, or if we delay in taking steps against you regarding your breach of these Terms, these actions will not mean you do not have to fulfil your obligations and it will not constitute a waiver of our rights under these Terms.
- (e) If a word or phrase is defined in these Terms, its other grammatical forms have a corresponding meaning.
- (f) The meaning of any general language used in these Terms is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.

## 7. Definitions

In these Terms:

**Account** means an account set up by a User via the App in order to use the App and the Services.

**App** has the meaning given to that term in clause 2(b)(ii).

**App Store** has the meaning given to that term in clause 4.1(c).

**App Term** has the meaning given to that term in clause 4.1(b).

**Australian Consumer Law** means Schedule 2, Competition and Consumer Act 2010 (Cth).

**Carbon Credit** means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme, whether registrable or unregistrable, or any similar right, interest, unit, credit entitlement, benefit or other allowance.

**Carbon Credit Scheme** means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or greenhouse gas emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

**Claims** means all losses, liabilities, demands, claims, demands, suits, litigation, costs and expenses of any kind.

**Consequential Loss** means any consequential, indirect, incidental or special loss including without limitation loss of profit, loss of revenue, business interruption, loss of business, loss of opportunity, loss of reputation or loss in connection with breach of third party contracts or arrangements.

**Data Protection Legislation** means:

(a) the Privacy Act 1988 (Cth) (Privacy Act) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time;

(b) the Australian Privacy Principles (or APPs) contained in schedule 1 of the Privacy Act; and

(c) all other laws, regulations, registered privacy codes, privacy policies and contractual terms applicable in the jurisdiction where the App is being provided that relate to or contain obligations around dealing with personal information.

**ChargePost Content** means any content or data:

(a) provided by ChargePost to you as part of your use of the App; and

(b) that the App generates or derives in connection with your use of the App.

For the avoidance of doubt, ChargePost Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and ChargePost's compilation of suspicious URLs.

**ChargePost IP** means any existing or subsequently created Intellectual Property Rights owned or licensed by ChargePost, including the App, and includes any improvements to such Intellectual Property Rights.

**Failed Payment** has the meaning given to that term in clause 5.4(a).

**Force Majeure Event** means a matter beyond the reasonable control of a party and includes an act of God, national emergency, flood, storm, earthquake, fire, explosion, epidemic, pandemic, government lockdown, civil disturbance, riot, war, industrial action, quarantine, embargo and other similar governmental action or a general and continued energy shortage, power or utilities interruption, but cannot apply with respect to the payment of money due under these Terms.

**Insolvency Event** means any of the following events concerning a party:

(a) if an administrator, liquidator, receiver, receiver and manager or other controller is appointed to, or over, any of the property or undertaking of the party;

(b) if the party is unable to pay its debts when they become due and payable;

(c) if the party ceases to carry on business; or

if any event happens in Australia or any other country or territory in respect of a party that is similar to any of the events or circumstances referred to in this definition.

**Intellectual Property Rights** means all industrial and intellectual property rights throughout the world, whether registered, unregistered or unregistrable, including in all copyright, patents, trade marks, get-up and trade dress, designs, confidential information, trade secrets, know-how, data and databases, systems, business and domain names.

**Intended Use** has the meaning given to that term in clause 4.2(c).

Login Options has the meaning given to that term in clause 4.2(a).

Payments has the meaning given to that term in clause 2(b)(iii).

Personal Account has the meaning given to that term in clause 4.2(b).

Personnel means a party's directors, officers, employees, agents, contractors and subcontractors, as the context permits.

Price has the meaning given to that term in clause 5.3(b).

Privacy Policy means the privacy policy located on the Website at <https://ChargePost.com.au/privacy-policy/>, as updated from time to time.

Promotional Offer has the meaning given to that term in clause 5.7(a).

Public Charger means an electric vehicle charging station made available for public use by ChargePost and all related infrastructure to any given charging station.

Public Charging Services has the meaning given to that term in clause 2(b)(i).

RFID Card means a radio frequency identification card issued by ChargePost and used to access the Service via a linked Account.

Services has the meaning given to that term in clause 2(b).

Tap and Go Payments has the meaning given to that term in clause 5.1(b)(ii).

Terms has the meaning given to that term in clause 2(a).

Third Party Providers has the meaning given to that term in clause 5.6(a).

Upgrades means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the App.

Website means the ChargePost website located at <https://chargecost.com.au/>, as updated from time to time.