

CHARGEFOX – END USER TERMS AND CONDITIONS

1. INTRODUCTION

- (a) These are the terms and conditions (**Terms**) on which Chargefox Pty Ltd ACN 621 161 215 (**Chargefox, we, our** or **us**) permits users (**you** or **your**) to:
- (i) use the open-platform network of electric vehicle charging stations, including all electric vehicle service equipment (**EVSE**), which are supported by network infrastructure and services supplied by us (**Chargefox Network**);
 - (ii) access and use the Chargefox app available via the Apple App Store and Google Play Store (**Chargefox App**); and/or
 - (iii) access and use the Chargefox website located at <https://www.chargefox.com> (**Chargefox Website**).
- (b) These Terms are a binding agreement between you and us. By:
- (i) applying for a subscription or registering an account with us to use the Chargefox Network;
 - (ii) using any EVSE located at a charging station on the Chargefox Network;
 - (iii) downloading, installing or using the Chargefox App; or
 - (iv) browsing, accessing or using any part of the Chargefox Website,
- you confirm that you have read and understood, and agree to be bound by, these Terms.
- (c) Your use of the Chargefox Network, the Chargefox App and the Chargefox Website is also governed by our privacy policy available at <https://www.chargefox.com/legal/privacy-policy> (**Privacy Policy**), and any other instructions of use we make available to you from time to time, including those specified in our Subscription Policy (available at <https://www.chargefox.com/legal/subscriptionpolicy>) and Voucher Terms and Conditions (available at <https://www.chargefox.com/legal/chargefox-voucher-terms-and-conditions>, whether notified through the Chargefox App, the Chargefox Website or otherwise.
- If you do not agree to these Terms (including the Subscription Policy and/or Voucher Terms and Conditions, or our Privacy Policy, then you must not use the Chargefox Network, or access or use the Chargefox App or the Chargefox Website.**
- (d) You acknowledge that we may change these Terms from time to time and any updated Terms will apply from the date on which the updated Terms are published. We will publish updates to the Terms through the Chargefox App or the Chargefox Website and communicate these changes to you, however it is your responsibility to review any updated Terms when they become available. Your continued use of the Chargefox Network or access to or use of the Chargefox App or the Chargefox Network after such changes have been made indicates your acceptance of the updated Terms. **If you do not agree to any updated Terms, you must cease using**

the Chargefox Network, and / or accessing or using the Chargefox App or the Chargefox Website.

2. USER ACCOUNT AND PASSWORD

(a) To access and use the Chargefox Network, you must create a user account by providing us with certain registration details (**User Account**) including:

- (i) your contact details;
- (ii) details of your vehicle, including but not limited to your vehicles make, model, registration number and vehicle identification number; and
- (iii) details of your preferred payment method.

You must ensure that your registration details are true and accurate at all times, and you agree to keep your account information updated. You must not create more than one user account.

(b) When you create your User Account, we will provide you with, or you will be asked to create, a password or other secure login details. You must keep such details confidential and must not authorise others to access or use your User Account. You must immediately notify us by contacting us at support@chargefox.com if you become aware of any unauthorised use of your User Account. You are solely responsible for all activity that occurs on your User Account regardless of whether that activity is undertaken or authorised by you.

(c) By creating a User Account, you warrant to us that:

- (i) you are authorised and have full power and capacity to register and control all electric vehicles with the vehicle registration numbers associated with your User Account;
- (ii) you will promptly notify us (through the Chargefox App) or by contacting us at support@chargefox.com if you are no longer authorised to register or control an electric vehicle so that we can update your User Account accordingly;
- (iii) you are at least 16 years of age and legally permitted to use the Chargefox Network; and
- (iv) you will provide us with such information, cooperation and assistance that we reasonably request from time to time in order for us to properly perform our obligations under these Terms.

(d) We may issue you with a radio frequency identification device (**RFID**) card or tag to identify you on the Chargefox Network. If you are provided with a RFID card or tag, you are solely responsible for its safe keeping and will be responsible for any unauthorised use. If your RFID card or tag is lost or stolen, please notify us immediately by contacting us at support@chargefox.com.

(e) Your use of any subscription or Chargefox Voucher is governed by the following applicable terms and conditions:

- (i) Subscription Policy which can be found here:
<https://www.chargefox.com/legal/subscriptionpolicy>
- (ii) Voucher Terms and Conditions which can be found here:
<https://www.chargefox.com/legal/chargefox-voucher-terms-and-conditions>

3. FEES AND PAYMENT

- (a) In consideration of your access to and use of the Chargefox Network, unless otherwise agreed with Chargefox (via a subscription), you agree to pay:
 - (i) for your use of a charging station (**Usage Fees**); and
 - (ii) any applicable additional charges (such as payment, overstay or idle fees), (together, the **Fees**).
- (b) The Chargefox App and the Chargefox Website are provided by us to you at no additional cost to the Fees and you may create a User Account for free.
- (c) Usage Fees are set by charging station owners / operators (**CPOs**) and are typically based on a 'cents per kWh' rate. Usage Fees can be found on the 'Location details' screen on the Chargefox App. Usage Fees accrue from the time you connect your electric vehicle to the Chargefox Network and end when you disconnect that vehicle from the Chargefox Network.
- (d) Some charging stations have overstay or idle fees. This is an additional fee that may be applied to your charging session when your electric vehicle stops charging but remains connected to the Chargefox Network. To see which charging stations have overstay or idle fees, please check signage at the charging station or view the 'Location details' screen on the Chargefox App.
- (e) You must provide a valid credit card to be associated with your User Account at all times as the relevant method of payment. You can provide a credit card in the 'My Profile' section of the Chargefox App. A credit card is required, even if you use an RFID card or tag instead of the Chargefox App. You warrant that you are authorised to provide the credit card information that you provide.
- (f) Fees in respect of each charging session will be calculated once you have completed your charging session and will be immediately charged to the credit card associated with your User Account.
- (g) It is your responsibility to ensure that the credit card associated with your User Account is valid and that you have sufficient funds available. If payment is declined, you must rectify this immediately and failure to do so may result in us terminating your User Account. If we terminate your User Account, we may institute collection proceedings in order to collect any unpaid balance on your User Account as well as any fees, costs or other expenses reasonably incurred by us in connection with our collection efforts.
- (h) You are responsible for reviewing your payment method statement (i.e. your credit card statement) and must notify us in writing if you believe we have incorrectly

charged you or if you have any other questions regarding Fees. We will correct any error on your User Account or otherwise provide a response to you using the details associated with your User Account within 60 days.

4. CHARGING STATIONS

- (a) Charging stations on the Chargefox Network are owned and maintained by CPOs. We are not responsible for maintaining any charging station or any EVSE. If you experience any issues while using any charging station on the Chargefox Network, please contact our call centre on 1300 518 038.
- (b) If you use a charging station on the Chargefox Network, you will be deemed to have accepted the terms and conditions of use of the third party CPO that may own or operates that charging station (**CPO Terms**).
- (c) A list of CPOs that currently own or operate charging stations on the Chargefox Network and their respective CPO Terms are available for review [here](#). The list of CPOs and the CPO Terms may change from time to time and while we will use reasonable endeavours to notify you of any changes, you are solely responsible for ensuring that you have read and accepted the most up to date version of any relevant CPO Terms.
- (d) You acknowledge and agree that the CPO Terms are binding on you and the CPO. Chargefox is in no way liable to you under any CPO Terms. To the extent of any inconsistency between the CPO Terms and these Terms, these Terms shall apply.

5. YOUR OBLIGATIONS

- (a) You must:
 - (i) comply with these Terms and all applicable laws and regulations when using the Chargefox Network, the Chargefox App and the Chargefox Website;
 - (ii) use the Chargefox Network in a safe manner and with reasonable care and for the intended purpose of charging a roadworthy electric vehicle;
 - (iii) ensure that any EVSE located at a charging station is compatible with your electric vehicle;
 - (iv) comply with the manufacturer's instructions related to your electric vehicle;
 - (v) not use or attempt to use the Chargefox Network in any way that is likely to cause any interruption to or damage to the Chargefox Network (or any EVSE);
 - (vi) not gain or attempt to gain unauthorised access to the Chargefox Network (or its related networks or systems);
 - (vii) not use the Chargefox Network for any longer than is reasonably required to charge your electric vehicle;
 - (viii) take reasonable care for your own health and safety and take all reasonable steps to ensure that your acts and omissions do not cause any

risk to the health or safety of any other person when using the Chargefox Network;

- (ix) comply with any reasonable instructions provided to you by us or the relevant CPO in relation to your use of the Chargefox Network, including any signage or safety notices;
- (x) not remove, obscure or tamper with any notices, labels or markings on or near any charging station or otherwise deface or tamper with any charging station or any EVSE;
- (xi) not attempt to use any charging station that is damaged, faulty or non-operational; and
- (xii) where a charging station is located on private property, comply with any conditions of access that apply to that private property.

6. USE OF CHARGEFOX APP AND/OR CHARGEFOX WEBSITE

- (a) You may access and use the Chargefox App and / or the Chargefox Website to obtain information regarding the location of, and other relevant information relating to, charging stations on the Chargefox Network.
- (b) Whether or not you register a User Account, you must not (without our express permission):
 - (i) use the Chargefox App or the Chargefox Website in any way that is misleading, fraudulent, or unlawful, or to cause nuisance, annoyance or inconvenience;
 - (ii) interrupt or attempt to interrupt the operation of the Chargefox App or the Chargefox Website in any way or use either of them in a manner that adversely affects availability to other users;
 - (iii) use the Chargefox App or the Chargefox Website for any illegal purpose or in any manner that is inconsistent with these Terms;
 - (iv) access data or any part of the Chargefox App or Chargefox Website that is not intended for you or which you are not authorised to access;
 - (v) modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from, the Chargefox App or the Chargefox Website; or
 - (vi) use any robot, spider, scraper or other automated measures to access or use the Chargefox App or the Chargefox Website, or circumvent any technical measures we use to provide either of them;

7. CONTENT OF CHARGEFOX APP AND CHARGEFOX WEBSITE

- (a) All content on the Chargefox App and the Chargefox Website, and any other information provided or made available by us, is for general information purposes only. You acknowledge and agree that while we will attempt to provide accurate information regarding the status of charging stations on the Chargefox Network,

such information may change frequently, and in no event will we be responsible for the accuracy, usefulness or completeness of the content on the Chargefox App or the Chargefox Website.

- (b) The Chargefox App and the Chargefox Website may:
 - (i) contain advertisements or links to third party apps, websites or resources (together **Linked Sites**); and/or
 - (ii) display, include or make available content, data, information, advice, opinions or materials from third parties (**Third Party Content**),and you acknowledge and agree that:
 - (iii) we have no control over and do not accept or assume any responsibility for Linked Sites or the contents, products or services of Linked Sites, and we accept no responsibility for any liability, loss, damage, expense or cost that may arise from your use (or any other person's use) of them;
 - (iv) we do not guarantee the accuracy, reliability, currency, correctness or completeness of any Third Party Content;
 - (v) where Third Party Content contains opinions or advice of third parties, we do not purport to endorse the contents of that opinion or advice, or the accuracy or reliability of that opinion or advice; and
 - (vi) if you decide to access any Linked Sites or rely on any Third Party Content, you do so entirely at your own risk.
- (c) We may update or modify any information on the Chargefox App or the Chargefox Website at our absolute discretion, for any reason and without notice.

8. **DISCLAIMERS**

- (a) We will use reasonable efforts to ensure that the Chargefox App and the Chargefox Website are available 24 hours a day, 7 days a week. However, sometimes one or more of these may be unavailable while we conduct maintenance, or for technical or other reasons. We will try to give you notice before planned outages and keep interruptions to a minimum, but we are not responsible for any delay, loss or other damage you suffer as a result of any error or interruption in accessing or using the Chargefox App and/or the Chargefox Website.
- (b) Subject to clause 11, we do not represent or warrant that:
 - (i) any content or information accessible via the Chargefox App or the Chargefox Website is accurate, complete, reliable, current or error-free;
 - (ii) your use of the Chargefox Network, the Chargefox App and/or the Chargefox Website will be continuously available or uninterrupted (including as a result of interference or prevention of access to the Chargefox Network, the Chargefox App and/or the Chargefox Website due to the operation or any telecommunications network, computer network and/or the internet);

- (iii) the Chargefox App and/or the Chargefox Website will be free from viruses, that any defects will be corrected or that communications via either of them will be secure;
 - (iv) the Chargefox Network and any charging station or EVSE will be compatible with your vehicle or that electricity supply to charging stations will be uninterrupted;
 - (v) connection of your vehicle to the Chargefox Network will result in a successful or timely recharge of your electric vehicle; or
 - (vi) the Chargefox App or the Chargefox Website will be accessible on your equipment and/or systems.
- (c) If you experience any problems with the Chargefox App and/or the Website, you can contact us by email at support@chargefox.com. We will seek to resolve any problems and/or offer assistance as soon as practicable.
 - (d) We may, from time to time, change or add features or functionality of the Chargefox App and/or the Chargefox Website without notice.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) We (or our licensors) own all intellectual property rights in and to the Chargefox Network, the Chargefox App and the Chargefox Website, including any enhancements, additions, modifications and variations to any of them.
- (b) The names, images and logos identifying Chargefox are our proprietary marks, and no use should be made of them by you unless with our prior written consent.
- (c) You must not:
 - (i) make any claim of interest in the Chargefox Network, the Chargefox App or the Chargefox Website;
 - (ii) reverse engineer, modify, copy or otherwise attempt to derive the source code of the Chargefox Network, the Chargefox App or the Chargefox Website;
 - (iii) enable or develop methods to enable unauthorised persons to use the Chargefox Network, the Chargefox App or the Chargefox Website; or
 - (iv) purport to sell, distribute, provide, licence, lease, lend, share or otherwise make available the Chargefox App or the Chargefox Website or any performance information or analysis of either of them to any third party.
- (d) Any questions, feedback, suggestions or other information regarding the Chargefox Network, the Chargefox App and/or the Chargefox Website provided by you to us (**Feedback**) are non-confidential and become our sole property. We own all intellectual property rights in any Feedback and will be entitled to use and disseminate the Feedback or any lawful purpose without acknowledgment or compensation to you.
- (e) By using the Chargefox Network, the Chargefox App and/or the Chargefox Website, we may collect a range of data including details regarding your use of the

Chargefox Network. You agree that as between you and us, such data will vest in and be owned by us immediately on creation and may be used by us at our discretion, subject to the terms of the Privacy Policy.

10. PRIVACY

- (a) Any personal information you provide to us will be handled in accordance with our Privacy Policy.
- (b) We may update our Privacy Policy from time to time, with the most current version being published at <https://www.chargefox.com/legal/privacy-policy>.
- (c) By accessing and using the Chargefox Network, the Chargefox App and the Chargefox Website, you consent to us collecting, storing and using your personal information in accordance with our Privacy Policy. If you do not agree to this, you should cease use of the Chargefox Network, the Chargefox App and the Chargefox Website.

11. WARRANTIES AND CONSUMER GUARANTEES

- (a) To the maximum extent permitted by law, and except as otherwise expressly set out in these Terms, all express or implied guarantees, warranties or representations relating to these Terms or its subject matter are excluded.
- (b) If any guarantee, warranty or representation is implied into these Terms and cannot be excluded at law but can be limited, our liability for breach of such guarantee, warranty or representation is limited to (at our option);
 - (i) supplying the relevant products or services again; or
 - (ii) the payment of the cost of supplying the relevant product or services again.
- (c) To the maximum extent permitted by law, the Chargefox Network, the Chargefox App and the Chargefox Website are provided on an 'as is' basis.
- (d) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or any other applicable law that cannot be excluded, restricted or modified by agreement.

12. LIABILITY

- (a) Neither of us is liable to the other for any indirect or consequential loss, including:
 - (i) any loss not arising naturally (that is, according to the usual course of things); and
 - (ii) loss of opportunity, loss of revenue, loss of profit, anticipated profit or anticipated savings, loss of business reputation, business interruptions of any nature and wasted overheads,arising a result of a breach of these Terms (or other event giving rise to the relevant claim).

- (b) Subject to clauses 11, 12(a), 12(c) and 12(d), a party's maximum aggregate liability to the other party (whether under statute, in contract, in tort (including for negligence) or otherwise) for any liability, loss, damages and costs suffered or incurred by the other party in connection with these Terms (**Loss**) is limited to an amount equal to the Fees paid by you in the 12 month period prior to the relevant Loss arising.
- (c) Despite anything else in these Terms, we will not be liable to you for any Loss suffered by you as a result of:
 - (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
 - (ii) interruptions in internet, wireless or mobile services;
 - (iii) interruptions to the Chargefox Network attributable to unauthorised intrusions or other events outside our control;
 - (iv) interruptions in services provided by any internet service provider;
 - (v) your failure to exercise reasonable care or comply with a manufacturer's instructions in relation to the charging of your vehicle, or any instructions provided by us or a CPO in relation to your use of the Chargefox Network or any EVSE; or
 - (vi) any incompatibility between your electric vehicle and the Chargefox Network or any EVSE; or
 - (vii) your failure to comply with any laws or regulations relating to the operation or use of your electric vehicle.
- (d) Nothing in these Terms operates to limit or exclude the liability of a party:
 - (i) that cannot be limited or excluded by law;
 - (ii) for acts or omissions of fraud;
 - (iii) for personal injury, death, or damage to or loss of real property caused or contributed to by that party; and
 - (iv) in your case, for any Loss which is covered by an indemnity given under clause 12(e).
- (e) You agree to indemnify us from and against any Loss suffered or incurred by us arising from:
 - (i) any breach by you of any our intellectual property rights;
 - (ii) any amounts for which we become liable to any third party in connection with any failed payment by you;
 - (iii) any breach by you of any CPO Terms; and
 - (iv) any damage to or interference with the Chargefox Network intentionally or recklessly caused by you.

13. TERMINATION OR SUSPENSION

- (a) If you breach these Terms, we may:

- (i) immediately cease making the Chargefox Network, the Chargefox App and/or the Chargefox Website available to you (in whole or in part); and/or
 - (ii) close, suspend or terminate your User Account without notice.
- (b) We may also close, suspend or terminate your User Account if you have failed to rectify any failed payments within 5 days of us notifying you of the overdue payment.
- (c) We may terminate your User Account if we cease operating the Chargefox Network or for any reason, as reasonably determined by Chargefox.
- (d) In the event of termination of your account, clauses 9 to 12, 13(c), 13(e), 14 and 15 of these Terms will survive.
- (e) Our rights under this clause 13 will not prejudice any other rights or remedies we may have at law.
- (f) You may terminate your User Account at any time by contacting us at support@chargefox.com . Alternatively, you may delete your User Account via the Chargefox App or the Chargefox Website. You remain responsible for any and all unpaid Fees associated with your User Account.
- (g) We may, in our absolute discretion, suspend access to the Chargefox Network and/or restrict access to the Chargefox App and/or the Chargefox Website if and for so long as we consider this necessary for safety reasons or to prevent or abate an emergency situation or hazard. Without limiting the foregoing, we may suspend access to the Chargefox Network (and particular charging stations / EVSE) if:
 - (i) one or more pieces of EVSE requires maintenance or upgrading;
 - (ii) the Chargefox Network suffers a service interruption;
 - (iii) we are required to do so by law.
- (h) Where possible, we will attempt to provide you with notice of any suspension (via the App or otherwise using the contact details associated with your User Account) however this may not always be possible and we will not be liable for any delay, loss or other damage you suffer as a result of our failure to provide you with such notice.

14. DISPUTE RESOLUTION

- (a) If a dispute arises in relation to these Terms, no party shall make any claim or demand or initiate any proceedings until the process set out in this clause 14 has been complied with.
- (b) In respect of each dispute, the party wishing to raise the dispute must provide written notice of the dispute to the other party and advise that it is involving the dispute resolution provisions set out in this clause 14.
- (c) In the event the party has provided written notice of a dispute to the other party, within 5 days of notice of the dispute being given (or such longer period agreed between the parties), the nominated representatives of both parties must meet in good faith to attempt to resolve the dispute.

- (d) If the dispute has not been resolved within 14 days (or such longer period agreed between the parties) then the parties agree to endeavour in good faith to settle the dispute by mediation administered by the Resolution Institute.
- (e) The mediation will be conducted in accordance with the Mediation and Conciliation Rules of the Resolution Institute (**Rules**) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved, and the Rules are taken to be incorporated into these Terms.

15. GENERAL

- (a) These Terms constitute the entire agreement between you and us with respect to your use of the Chargefox Network, the Chargefox App and/or the Chargefox Website.
- (b) If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision is deemed severed, and, to the extent possible, the validity and enforceability of the remaining provisions of these Terms is not affected.
- (c) Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations of the parties and it is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred under these Terms.
- (d) You may not assign or transfer any of your rights or obligations under the Terms. We may assign or transfer our rights and obligations under these Terms at any time without restriction and without providing you notice or obtaining your consent. In such circumstances, we may transfer or assign your personal information as provided by you to us, subject to the terms of our Privacy Policy.
- (e) Any delay or failure by us to enforce any rights under these Terms does not constitute a waiver.
- (f) These Terms are governed by the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appears from those courts in respect of any proceedings in connection with these Terms.

16. CONTACTING US

- (a) If you have any questions about the Chargefox Network or these Terms, please contact us at support@chargefox.com. Alternatively, you may communicate with us by using the functionality within the Chargefox App or the Chargefox Website.
- (b) We will send notices (which includes any written communications or statements) to you:
 - (a) via the Chargefox App;
 - (b) by email to the email addressed provided by you on your User Account;

by post addressed to the Company Secretary at Level 8, 473 Bourke Street,
Melbourne VIC 3000.