

Terms & Conditions – Home

1 Your acceptance

- (a) These Terms and Conditions (including the schedules) (**Terms**) set out the terms and conditions on which JET Charge Pty Ltd ACN 600 116 756 (referred to as **JET Charge, we, our or us**) provides and you receive JET Charge products and services (**Supplies**).
- (b) If JET Charge is supplying electric vehicle (**EV**) charging equipment (**EV Equipment**) to you on an outright basis, Schedule 2 does not apply, so please read everything in these Terms carefully, other than Schedule 2.
- (c) If JET Charge is supplying EV Equipment on a subscription basis (**CaaS Equipment**), Schedule 2 applies, so please read everything in these Terms carefully, including Schedule 2.
- (d) You acknowledge and agree that you are authorised to accept these Terms as the owner or a lawfully authorised representative of the owner of a premises onto which EV Equipment has been or will be installed (**Premises**), or are validly authorised by a lawfully authorised representative of the owner of the Premises to accept these Terms on behalf of the owner of the Premises.
- (e) You agree to be bound by these Terms when you:
 - (i) apply for and permit the installation of EV Equipment, at a Premises by JET Charge (or its nominee) (**JET Charge Equipment**), including any CaaS Equipment;
 - (ii) accept (whether verbally or in writing) any quote for the supply, installation and your ongoing use of EV Equipment by JET Charge (**Quote**), including any services in respect of the CaaS Equipment, as specified in the Quote (**CaaS Services**);
 - (iii) access and use, or allow a third party to access and use, any JET Charge Equipment; or
 - (iv) use, browse or access, or allow a third party to use, browse or access, any part of a front end or back end system provided by JET Charge in order to provide the CaaS Services, including all support network infrastructure and services supplied by JET Charge, as may be the case from time to time (**CaaS System**).
- (f) These Terms, along with any Quote(s), form an agreement between us.
- (g) If you access any JET Charge Equipment using an EV which does not belong to you, the act of doing so will also bind the owner of the EV you are operating to this agreement (to the extent applicable to the EV owner) and you warrant your authority to do so.
- (h) By agreeing to be bound by this agreement, you also agree to us collecting, using and disclosing your information (including any personal information) in accordance with these Terms and JET Charge's Privacy

Policy (available at www.jetcharge.com.au (**Website**)) (**Privacy Policy**).

- (i) JET Charge may from time to time review and update these Terms to take account of new laws, regulations, products, technology or other relevant changes in circumstances or its business. We will notify you via email of any changes to these Terms. If any changes to these Terms would have a material adverse effect on you or your use of the Supplies, you may terminate these Terms and your agreement with us on no less than 30 days' notice, in which case clauses 12(d), (e) and (f) will apply.

2 Supply and installation

- (a) JET Charge agrees to provide and you agree to receive the products and services specified in the Quote on these Terms. This may include the CaaS Equipment, CaaS Systems and CaaS Services (**CaaS Supplies**), for the period of time commencing on the date of installation of the CaaS Equipment and ending on the termination date as determined in accordance with clause 12 (**CaaS Term**).
- (b) JET Charge will deliver, install and maintain the EV Equipment at the Premises and endeavour to do so on dates and times as agreed between you and JET Charge, however such dates and times may be subject to reasonable change. JET Charge will notify you in advance of any changes to an agreed date or time.
- (c) You grant us permission to enter and remain at the Premises to:
 - (i) conduct site inspections (where required);
 - (ii) deliver, install and maintain the EV Equipment;
 - (iii) provide the CaaS Services; and
 - (iv) remove and collect the CaaS Equipment,in accordance with these Terms.
- (d) You must:
 - (i) ensure we are given safe access to the Premises when we come to conduct the site assessments or install, maintain or remove the JET Charge Equipment;
 - (ii) ensure that a person of at least 18 years of age is present when we come to conduct the site assessments or install, maintain or remove the JET Charge Equipment to provide us with access to the areas of the Premises that we need access to, electrical power and internet access (where required) and reasonable assistance with using your systems; and
 - (iii) pay all data charges (if any) associated with the installation services (including but not limited to downloading any software, software updates, and drivers).

3 Payment

- (a) You must pay:
- (i) the fees set out in the Quote, including any subscription fee in respect of the CaaS Supplies (**Subscription Fee**);
 - (ii) any termination fees and charges under clauses 10; and
 - (iii) any other amounts that become payable under these Terms,
- (Amount Payable)** in accordance with these Terms.
- (b) For any Supplies other than CaaS Supplies, once we have completed the installation of the EV Equipment, we will issue an invoice and you must pay the amounts set out in that invoice by the payment due date and using the methods set out in that invoice (unless you dispute such amounts in good faith (in which case the due date for payment will be delayed until the charges are verified by us, acting reasonably)).
- (c) For CaaS Supplies, the following applies:
- (i) any Amounts Payable will be calculated on a daily basis and billed monthly.
 - (ii) Payment for CaaS Supplies must be made by direct debit unless other acceptable methods of payment are set out in the Quote.
 - (iii) No additional fees apply for recurring direct debit payments from a nominated bank account, as long as payments can be debited from your nominated account when they are due.
 - (iv) For recurring direct debit payments from your nominated credit card, any merchant fees we incur will be added to the Amounts Payable for the CaaS Supplies.
 - (v) You must execute a direct debit agreement on terms as provided by us before you can receive any CaaS Supplies.
 - (vi) We will notify you in writing when we are unable to debit payments for CaaS Supplies from your nominated account when they are due.
 - (vii) Any fees we incur as a result of not being able to collect the Amounts Payable, because the nominated bank account has insufficient funds or the nominated bank account or credit card does otherwise not allow for direct debit at the time of attempted collection, will be payable by you to us, and will be added to the Amounts Payable for CaaS Supplies.
- (d) JET Charge may change the account to which you are required to make payments under this agreement from time to time by giving reasonable notice to you.
- (e) If any invoiced amounts or any other amounts that become payable under these Terms are not received by JET Charge when due, JET Charge will be entitled to interest on the unpaid amount from the due date until the date it is paid at the rate of 2% per year, calculated daily. JET Charge may also charge all or part of the costs incurred in collecting amounts due

for payment, including reasonable legal fees, court costs, and associated expenses.

- (f) If you ask us to install the EV Equipment in a particular way and we tell you that we do not recommend that method of installation, we are not responsible for any loss that results from acting in accordance with your instructions, but excluding any loss to the extent caused by our or our employees, officers, agents or contractors' fraud, negligence, or wilful misconduct.

4 Use of Jet Charge Equipment

- (a) You agree not to use, or attempt to use, the JET Charge Equipment for any purpose other than to charge any EV and then only to the extent that your EV is compatible with the CaaS Equipment.
- (b) When you or any other person is using the JET Charge Equipment, you agree to ensure that you or any such person comply with all applicable instructions, laws and regulations. In particular, to:
- (i) take reasonable care for your or their health and safety and the health and safety of those around you or them;
 - (ii) not use or attempt to use the JET Charge Equipment and any information, documents and other materials provided by JET Charge in an unlawful manner, including to infringe our or any other person's intellectual property rights; and
 - (iii) comply, as far as reasonably possible, with any reasonable instruction that is given by JET Charge or the relevant EV manufacturer in respect of the Supplies.
- (c) You acknowledge that we are not responsible for supervising the use of the JET Charge Equipment and that you and any other people who are using or have access to the JET Charge Equipment do so at their own risk.

5 Pricing

- (a) Quotes provided by JET Charge are only valid in writing and for 30 days from the date of the Quote unless otherwise specified. Quotes are subject to the Supply being available at the time these Terms are entered into.
- (b) Once you have accepted a Quote, you will not be able to cancel, terminate or modify the Quote or these Terms in whole or in part other than as expressly permitted in these Terms or with our written agreement.
- (c) The prices payable for any Supply is quoted in Australian dollars (AUD) and, unless otherwise specified, exclusive of all taxes.
- (d) If you do not pay the Amount Payable on the due date for payment, and JET Charge has notified you of

the failure to pay and you have not paid the Amount Payable within any timeframe specified in the notification, then without limiting Jet Charge's other rights and remedies, you authorise JET Charge to enter any location where the JET Charge Equipment is located to retake possession of the EV Equipment without liability.

- (e) If a price in a Quote is subsidised through a rebate by the Australian Renewable Energy Agency (**Subsidised Pricing**), such Subsidised Pricing shall only apply if you have supplied to JET Charge a unique vehicle registration number of an EV you own for each charger supplied as part of the CaaS Equipment at the time of you accept the Quote.

6 Carbon abatement

- (a) Any emissions reductions, environmental attributes, carbon abatement or offset rights or activities whatsoever which are associated with, are potentially available from, or arise from or in connection with the use of our Supplies and / or any electric vehicle charger that utilises our Supplies which could potentially give rise to the creation of Carbon Credits are hereby retained by and vested in us (or persons nominated by us).
- (b) You agree that we (or persons nominated by JET us), will be the sole owner of such emissions reductions, environmental attributes and related rights, will have authority as the project proponent to create related Carbon Credits under any relevant Carbon Credit Scheme, and that we may deal with any Carbon Credits as we see fit, including by assignment or sale to any third party. You agree to take all action reasonably necessary, including by providing access to the our Supplies as may be needed, to affect the assignment or to provide for the creation and vesting of Carbon Credits, emissions reductions or related rights to us (or persons nominated by us), 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, environmental attributes or related rights.
- (c) In this clause 6:
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; and

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 GHG emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

7 Ownership and risk

- (a) Ownership of the JET Charge Equipment (other than CaaS Equipment) will pass to you on full payment of the Amount Payable.
- (b) Risk in the JET Charge Equipment (other than CaaS Equipment) will pass to you when the JET Charge Equipment is installed at the Premises.

8 Security interest

- (a) A term contained in these Terms that is defined in the Personal Property Securities Act 2009 (Cth) (**PPSA**) (but not otherwise defined in these Terms) has the meaning given to it in the PPSA.
- (b) In consideration for the CaaS Supplies, you agree:
 - (i) That these CaaS Terms create a security interest and a purchase money security interest (**PMSI**) in favour of JET Charge in the CaaS Equipment and the proceeds of sale of such CaaS Equipment
 - (ii) to keep all CaaS Equipment free and ensure all CaaS Equipment is kept free of any charge, lien or security interest except as created under these Terms, and not otherwise deal with the CaaS Equipment in a way that will or may prejudice any rights of JET Charge under these CaaS Terms or the PPSA; and
 - (iii) that JET Charge is a secured party and can register its interest on any applicable security interest register. Any costs and expenses associated with JET Charge's protection of its security interest will be a debt due and owing by the Customer.
- (c) If we have cause to exercise any of our rights under the PPSA or this agreement, you authorise JET Charge or our representatives to enter any premises or property without notice and without liability for trespass or damage to the extent reasonably necessary to exercise such rights, save to the extent caused by our or our employees, officers, agents or contractors' fraud, negligence or wilful misconduct.

9 Consumer guarantees

If you are a consumer for the purposes of the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), goods or services supplied by JET Charge come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a

replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10 JET Charge warranty

JET Charge warrants that the Supplies will be free of defects in material and workmanship in accordance with the JET Charge warranty statement attached to these Terms.

11 Termination

- (a) You may terminate your CaaS subscription at any time by giving us 30 days' written notice.
- (b) Either party may terminate this agreement if the other party materially breaches this agreement, and:
 - (i) the breach is not capable of remedy; or
 - (ii) where the breach is capable of remedy, the breach has not been remedied within 14 days of receipt of written notice of the breach; or
 - (iii) either party becomes unable to pay its debts when they are due, or are declared insolvent or bankrupt.
- (c) JET Charge may immediately terminate a CaaS Subscription after we have provided notice under clause 3(c)(vi) and:
 - (i) we are unable to collect the Amount Payable for CaaS Supplies by direct debit after three attempts; or
 - (ii) the overdue Amount Payable for CaaS Supplies exceeds the amount payable for two months.
- (d) Either party may terminate this agreement if they are unable to continue to perform their obligations under this agreement due to legal or regulatory reasons.
- (e) JET Charge may also terminate this agreement if it is impossible to provide the CaaS Services due to technical reasons.
- (f) If you terminate this agreement in accordance with clause 10(a) or (b), or we terminate this agreement in accordance with clause 11(c) or 11(d), we are entitled to receive a reasonable amount for the CaaS Supplies provided and any costs incurred in connection with the CaaS Supplies up to the date of termination. This amount will not exceed the amount we would have been entitled to receive under these Terms.
- (g) If the CaaS Term is terminated after less than 12 months in accordance with clause 11(a), clause 11(b) due to a material breach by you, or clause 11(c), you must also pay any reasonable fees and charges associated with the removal and collection of any CaaS Equipment as set out in the Quote [or, where no

such amount is set out in the Quote, as reasonably determined by JET Charge from time to time].

- (h) If we are unable to remove and collect the CaaS Equipment, other than as a result of our own act or omission, we may:
 - (i) continue to charge the Subscription Fee;
 - (ii) immediately suspend access to any or all CaaS Supplies to any person via remote deactivation or restriction of electricity supply to that equipment; and
 - (iii) take legal proceedings to recover the CaaS Equipment and/or charge an unrecovered equipment fee for each item which is not returned.
- (i) The termination of this agreement will not affect the rights of either party to recover from the other party any moneys due under these Terms or in connection with any cause of action, whether by way of contract, tort, indemnity or otherwise.

12 Intellectual property

- (a) As between the parties, JET Charge owns all Intellectual Property Rights in and to:
 - (i) the JET Charge Equipment and any Material provided, created or developed by or on behalf of JET Charge in connection with this agreement; and
 - (ii) any modifications or enhancements to such JET Charge Equipment or Material, (JET Charge IP), where **Intellectual Property Rights** means:
 - (iii) all intellectual property rights throughout the world, including all:
 - (1) rights in relation to inventions, including patent rights and applications;
 - (2) trade names, brand names and all registered or unregistered trademarks and applications, including service marks;
 - (3) copyright and analogous rights;
 - (4) licences;
 - (5) know-how and trade secrets;
 - (6) proprietary processes and formulae, source and object code, algorithms;
 - (7) design;
 - (8) circuit layouts; and
 - (9) all documentation and media relating to the above, such as, without limitation, manuals and records; and
 - (iv) moral rights.
- (b) As between the parties, JET Charge owns the CaaS System and all Material provided, created or developed in connection with this agreement.
- (c) You must not:

- (i) create derivative works based on, or directly or indirectly derive any income from any JET Charge IP;
 - (ii) access, copy, frame or mirror any JET Charge IP, other than for your own personal purposes;
 - (iii) rent, lease, reverse engineer, decompile or disassemble any JET Charge IP; or
 - (iv) directly, indirectly or take steps to register or apply for or oppose, any JET Charge IP or any Intellectual Property Rights substantially similar to any JET Charge IP.
- (d) In this clause 11, **Material** means any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material.

13 Limitation of liability

To the extent permitted by law:

- (i) our total aggregate liability to you in any circumstances is limited to the Amount Payable;
- (ii) we will not be responsible for any loss, damage, liability, expense, payment or cost (**Loss**) as a result of any of the following:
 - (1) your breach of these Terms;
 - (2) misuse, abuse, neglect, or any other act or omission of or by any person other than JET Charge or its approved service providers, in respect of the Supplies;
 - (3) installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - (4) operation or maintenance that is not in accordance with specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates; or
 - (5) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause;
 - (6) interruptions in wireless or mobile services;
 - (7) interruptions attributable to unauthorised network intrusions;
 - (8) interruptions in services provided by any internet service provider; or
 - (9) lightning, flood, fire, water damage, accidental breakage or any other events outside of JET Charge's reasonable control;but excluding any Loss to the extent caused by our or our employees, officers, agents or contractors' mistake, fraud, negligence, or wilful misconduct; and
- (iii) no party will be liable for any indirect or consequential loss suffered by the other party,

(meaning any loss that does not arise naturally, in the ordinary course of things, from the relevant breach or event).

14 Indemnity

To the extent permitted by law, you will be liable to us and must keep us indemnified against any Loss arising out of any claim or demand against us by you or any other person, which arises from or is connected with any CaaS Supply or JET Charge Equipment, or your use or anyone else's use of any JET Charge Equipment we supply to you, unless the Loss is caused by our or our employees, officers, agents or contractors' fraud, wilful misconduct, negligence or breach of these Terms or any law.

15 General

- (a) (**Notices**) We may give you notices by sending a letter by post to your address or by sending an email to your email address.
- (b) (**Assignment**) You must not assign or transfer this agreement to another person or entity without our prior written consent (which will not be unreasonably withheld). JET Charge may, without your consent and without notice to you, freely assign, novate, grant security over or otherwise deal with its rights and obligations under or in connection with this agreement (in whole or in part) to any person at any time. JET Charge may do so in connection with a sale of its debts, securitisation or other financing arrangement.
- (c) (**Severability**) If a provision of this agreement is wholly or partly invalid or unenforceable, the provision or part will be treated as deleted from this agreement without affecting the validity or enforceability of the remaining provisions.
- (d) (Exercise and waiver of rights)
 - (i) The rights or remedies available to either party are cumulative and do not affect any other right or remedy of that party under this agreement or Law.
 - (ii) Any failure to exercise any right or remedy available to either party, or any partial exercise of any right or remedy does not limit the party's respective rights to exercise that or any other right or remedy.
 - (iii) Any waiver to the terms of this agreement must be done in writing.
- (e) (**Survival**) Clauses 4, 6, 7, 8 and 13 survive termination of this agreement.
- (f) (**Set off**) JET Charge may set off any amounts payable by you to JET Charge against any amount payable to you by JET Charge. To the maximum extent permitted by law, you agree that you may not exercise any right

to any set-off, counterclaim, withholding, deduction or similar defence in respect of payments under or in connection with this agreement for any reason whatsoever.

- (g) **(Governing law)** This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.

16 Effect of statutes

- (a) If any statute implies any term into these Terms, and that statute prohibits the exclusion of that term, then that term will be taken to be included in these Terms. However, the liability of JET Charge for any breach of such a term will be limited, at its discretion and to the extent permitted by law:
- (i) repair, replacement or re-performance of the Supplies in whole or in part; or
 - (ii) payment of the cost of repairing, replacing or re-performing the relevant Supplies.

17 Reading and interpreting this agreement

In this agreement:

- (i) headings and bold type are for convenience only and are not intended to affect the interpretation of this agreement;
- (ii) where context requires, words in the singular include the plural, and vice versa;
- (iii) unless expressly stated otherwise, a reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this agreement;
- (iv) any inclusive language is to be interpreted as without limitation;
- (v) any consent or approval that may be provided by a party may or may not be provided at that party's absolute discretion;
- (vi) a reference to days mean calendar days;
- (vii) a reference to a person includes any individual or entity, including partnerships, joint ventures or associations, whether incorporated or unincorporated; and
- (viii) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns.

Schedule 1 – Warranty statement

Warranty

The Supplies are warranted by JET Charge to be free from defects in materials and workmanship for a period of:

- in respect of third party manufacturer branded EV Equipment (other than CaaS Equipment), the warranty period specified by the manufacturer;
- in respect of any other EV Equipment (other than CaaS Equipment), the warranty period specified in the quote provided to the customer (**Warranty Holder**) in respect of the Supplies;
- in respect of CaaS Equipment, the CaaS Term; and
- in respect of JET Charge installation services in respect of the EV Equipment, 12 months from the date of supply (**Warranty Period**),

in accordance with these warranty terms and conditions (**Warranty**).

The Warranty does not apply to:

- normal wear and tear;
- items normally consumed in operation, such as lamps and fuses;
- unpaid or partly paid Supplies;
- defects notified to JET Charge later than 30 days from the discovery of such defect; or
- defects arising out of or in connection with:
 - misuse, abuse, neglect, errors, incorrect storage or transportation, or any other act or omission of or by any person other than JET Charge or its approved service providers;
 - installation, commissioning, repair or alteration (improper or otherwise) of the Supplies by any person other than JET Charge or its approved service providers;
 - operation or maintenance that is not in accordance with specifications, documentation and/or instructions specified by JET Charge, including in relation to software and firmware updates;
- circumstances where JET Charge is not provided with access to telemetry data within 48 hours of a reported fault or failures due to telecommunications networks;
- improper climate and environmental conditions where the Supplies are used or installed;
- any Supplies being stored for more than 12 months prior to being put into operation;
- power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of JET Charge's reasonable control; or
- a direction from the Warranty Holder where JET Charge or its approved service providers has recommended to the Warranty Holder against making or following such direction.

A warranty exclusion described above may be discovered by the Warranty Holder, by the technician in the field or during the repair of the Supplies in the JET Charge repair centre. If that warranty exclusion is confirmed by JET Charge, the

logistics, analysis, and associated material, labour and administration costs will be charged to the Warranty Holder.

If a warranty exclusion is discovered during the repair, the repair will be stopped, the Warranty Holder will be notified, and when possible, a repair estimate will be provided.

Due to the evolution of technology, a replacement Supply may not be compatible with the existing installed system. The warranty does not cover any expenses or costs which might be incurred to configure, retrofit or adapt the replacement Supply to the existing installation.

All Warranties for any Supplies repaired, replaced or re-performed during the Warranty Period will expire at the same time as the Warranty for the Supplies as originally supplied.

Unless otherwise agreed in writing by JET Charge, any warranty on third party products is limited to the warranty given by the manufacturer of those products and, to the maximum extent permitted by law, JET Charge gives no additional warranties in relation to them.

Warranty claims

All warranty claims must follow the processes outlined below to be valid.

The claim must be made using one of the following methods:

- by calling the customer service hotline specified below; or
- via the online ticket service at the email specified below.

The following information must be provided:

- description of the problem;
- charging station ID;
- address of site of installation;
- if applicable, the error shown on the charging station (a photograph of the LCD showing the error in .jpg format is recommended);
- details of Warranty Holder (complete address and name of the contact person); and
- email address of Warranty Holder.

If it is proven that the defect in the Supplies provided by Jet Charge is covered by the Warranty, JET Charge's liability under the Warranty will be limited to, at its discretion and to the extent permitted by law:

- repair, replacement or re-performance of the Supplies in whole or in part; or
- payment of the cost of repairing, replacing or re-performing the relevant Supply.

Statutory guarantee

If the Warranty Holder is a consumer for the purposes of the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), goods or

services supplied by JET Charge come with guarantees that cannot be excluded under the Australian Consumer Law. The Warranty Holder is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Warranty Holder is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Customer service and technical support

Postal address:

Unit 10, 350 Bridge St
Port Melbourne, VIC 3207

Contact:

1300 856 328
info@jetcharge.com.au

Schedule 2 – CaaS Terms

1 Use of CaaS Equipment

- (a) You agree that:
- (i) you do not own or have an interest in any CaaS Equipment other than as a bailee;
 - (ii) the CaaS Equipment will at all times be the property of JET Charge and you will not make any claim as to ownership in the CaaS Equipment;
 - (iii) you do not have the right, consent or a licence from JET Charge to remove the CaaS Equipment to another address or location; and
 - (iv) on and from delivery, the CaaS Equipment is in your possession and that the CaaS Equipment will at all times be used, operated and kept at your own risk.
- (b) Once the CaaS Equipment is delivered to you, you agree that you will:
- (i) not sell, lend, or part with possession of the CaaS Equipment or any part of it;
 - (ii) keep the CaaS Equipment safe and under your control, and not remove the CaaS Equipment from your Premises, without JET Charge's consent;
 - (iii) not allow any lien to be created upon the CaaS Equipment; and
 - (iv) not remove or name, name plate, identification number, trade mark or any other mark on any CaaS Equipment.
- (c) You must:
- (i) keep the CaaS Equipment in good and useable condition at all times (reasonable wear and tear excepted) and promptly notify JET Charge of any repairs which may be required;
 - (ii) immediately notify JET Charge of any accident or failure with respect to, or arising from, your use of the CaaS Equipment during the CaaS Term; and
 - (iii) not repair any damage to or conduct any maintenance of the CaaS Equipment.
- (d) If an event occurs in relation to any CaaS Equipment whereby the CaaS Equipment is damaged, defective, lost, stolen, seized, forfeited, compulsorily acquired or confiscated (**Casualty Event**), you must notify JET Charge in writing as soon as possible and pay to JET Charge the amount of any reasonable loss suffered by JET Charge as a result of such Casualty Event, unless such loss arises from our or employees, officers, agents or contractors' fraud, negligence, or wilful misconduct.

2 Provision of CaaS Systems

- (a) As part of your subscription, we will provide you with access to the CaaS Systems for use alongside your CaaS Equipment, subject to and in accordance with, and only for the term of, this agreement.
- (b) Where we reasonably believe it is necessary to do so, we reserve the right to:
- (i) refuse or suspend your access to a CaaS System; and
 - (ii) change the technical elements or characteristics of any CaaS System at any time,
- including where we reasonably consider that your usage of any CaaS Supply is unfair, improper, unreasonable, excessive, unethical or contrary to this agreement or any law.
- (c) We may also suspend or reduce your use of any CaaS System at any time, after giving reasonable prior notice to you, including where:
- (iii) a CaaS System (or one or more of its components) requires maintenance or upgrading;
 - (iv) external factors require the reduction of electricity supply to various charging stations connected to a CaaS System; or
 - (v) access to, and use of, a CaaS System is disrupted or prevented by an event outside of JET Charge's control, or for safety reasons.

3 Content of CaaS Systems

- (a) Each CaaS System is owned and operated by or on behalf of JET Charge.
- (b) All Intellectual Property Rights in all Content contained in any CaaS System or otherwise provided by JET Charge are owned or licensed by JET Charge, where **Content** means the information, data, communication, advice, text, trademarks, logos, service names and trade names of JET Charge, images of people or places or other content made available through the CaaS Systems.
- (c) The Content in any CaaS System is for general information purposes only. You acknowledge and agree that, while JET Charge has attempted to provide accurate information through a CaaS System, such information may change frequently and in no event will JET Charge be responsible for the accuracy, usefulness or completeness of the Content in any CaaS System, nor does JET Charge warrant that any such Content is the most current version thereof. JET Charge does not warrant or make any representations as to any third party products or services described or

referred to in any CaaS System or otherwise. Any use of the Content by you or any other person or organisation is at the user's own risk.

- (d) The Content in any CaaS System is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content in a CaaS System is not an endorsement of any organisation, product or service.
- (e) We may (acting reasonably) modify any information in any CaaS System (including Content) at our discretion for any reason, without notice to the extent the change does not have an adverse effect on you. All updates and modifications to a CaaS System (including Content) will be subject to this agreement.

4 Access to CaaS Systems

- (a) JET Charge does not warrant that you will have continuous access to any CaaS System but JET Charge will use our best endeavours to notify you within one Business Day in advance if a CaaS System would be unavailable. JET Charge will not be liable if a CaaS System is unavailable due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) JET Charge does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
- (c) Whilst JET Charge takes reasonable precautions to protect information transmitted via a CaaS System, JET Charge cannot and does not guarantee the security or confidentiality of these communications or the security of any CaaS System.
- (d) JET Charge does not provide, and has no control over, communications, networks or services, the internet or other technology required or used in respect of any CaaS System and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

5 Registering an Account

- (a) In order to access the CaaS System and use the CaaS Equipment, you may be required to create an account with us (**Account**).
- (b) Subject to this agreement or as otherwise authorised by JET Charge in writing, you must:
 - (i) not share your Account with others other than as agreed by JET Charge, and must keep your Account details secure; and

- (ii) immediately notify JET Charge if you become aware of any unauthorised use of the Account or the CaaS Supplies.

- (c) If you permit another person to access your Account, you will be responsible for the acts or omissions of that person.
- (d) You agree that all information and data provided by you in the registration process is accurate, complete and up to date, and that you will promptly inform JET Charge if there is any subsequent change to this information or data.
- (e) By registering an Account, you warrant that:
 - (i) you are authorised and have full power and capacity to operate and manage the relevant CaaS Supply; and
 - (ii) you possess the legal authority to access and use the relevant CaaS Supply in accordance with this agreement.
- (f) You agree that you will be financially responsible for the use of the CaaS Supplies by you and any other CaaS User, and to pay all applicable third party fees in respect of the CaaS Supplies, including for power supply to the CaaS Equipment.
- (g) You must keep your account information up to date, including any changes to your email address, mailing address, telephone number and any applicable credit card information.