

# JET Charge Illuminate Terms of Use

## 1 ACCEPTANCE OF TERMS

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- (a) These Terms and Conditions (**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 and any entity you represent) (**you** or **your**) view and use, the Illuminate service and software provided by JET Charge (**Services**), including as made available online or on any device. You accept these terms by entering any personal information, or viewing or using the Services.
- (b) These Terms form an agreement between us. If the entity you represent (**Subscriber**) has entered into a separate negotiated agreement with JET Charge that applies to your access to and use of the Services, and there is any inconsistency between that separate agreement and this agreement, then that separate agreement will apply to the extent of the inconsistency.
- (c) By agreeing to be bound by this agreement, you also agree to us collecting, using and disclosing your information that you provide through the Services or that is generated through the Services (including any personal information) in accordance with these Terms and JET Charge's Privacy Policy (available at [www.jetcharge.com.au](http://www.jetcharge.com.au) (**Website**)) (**Privacy Policy**). Where you use, provide or collect any personal information in connection with your use of the Services, you confirm that you have informed the subject of the personal information accordingly, and that you have obtained the appropriate consent from each subject.
- (d) 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. Your use of any Services will be governed by the most recent Terms posted on the Website. By continuing to use the Services, you agree to be bound by the most recent Terms. We encourage you to check the Website regularly for updated versions of the Terms.

## 2 USE OF SERVICES

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- (a) JET Charge grants you a revocable, non-exclusive, non-transferable, royalty free licence during the term of this agreement to use the Services in accordance this agreement.
- (b) You agree not to use, or attempt to use, the Services other than for its intended purpose.
- (c) If you are the Subscriber, you can invite others to use the Services. As a Subscriber, you take full responsibility for how access to the Services is managed, including:
  - (i) deciding who is invited to use the Services and what kind of access the invited user has. You can change or stop that access at any time;
  - (ii) resolving any disputes with any invited users over access to the Services; and
  - (iii) all your invited users' activity.
- (d) If we consider, acting reasonably, that any usage of the Services is:
  - (i) unfair, improper, unreasonable or excessive; or
  - (ii) unethical or contrary to these Terms or any other applicable law or regulation,we may immediately suspend or terminate your access to the Services.

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- (e) When you or any other person is using the Services, 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 Services 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
- (f) You acknowledge that use of the Services is entirely at your own risk and that you and any other people who are using or have access to and use the Services do so at their own risk.
- (g) You must not do any of the following:
  - (i) violate any Laws in your access to or use of the Services;
  - (ii) operate and manage any electric vehicle charging equipment that you control through the Services without the consent of the owner;
  - (iii) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services;
  - (iv) make any modification, adaption, improvement, enhancement, translation or derivative work from the Services;
  - (v) violate any Laws in your access to or use of the Services;
  - (vi) use the Services to send automated queries to any website or send any unsolicited commercial email; or
  - (vii) use the Services or any interfaces or proprietary information of JET Charge to design, develop, or distribute any applications, accessories or devices for use with the Services.
- (h) JET Charge reserves the right (acting reasonably) to change at all times, the technical elements, characteristics or any information as part of the Services (including Content)
- (i) JET Charge may suspend or reduce your use of the Services at any time including where:
  - (i) any system requires maintenance or upgrading;
  - (ii) access to, and use of, the Services is disrupted or prevented as a result of an event outside JET Charge's reasonable control or for safety reasons.

### 3 CONSUMER GUARANTEES

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- (a) 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.

### 4 CONTENT OF SERVICES

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- (a) All Intellectual Property Rights in all Content contained in any Services or otherwise provided by JET Charge are owned or licensed by JET Charge.
- (b) The Customer acknowledges and agrees that, while JET Charge has attempted to

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provide accurate information through the Services, 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 Services, nor does it 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 Services or otherwise. Any use of the Content by you or any other person or organisation is at the user's own risk.

- (c) The Content in any Services 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 Services is not an endorsement of any organisation, product or service.
- (d) JET Charge may modify any information in any Services (including Content) at its absolute discretion for any reason, without notice. All updates and modifications to a Services (including Content) will be subject to this agreement.
- (e) JET Charge's sole obligation in respect of any claim or complaint regarding any Content in any Services, will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

### 5 NO WARRANTIES

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- (a) To the extent permitted by law, JET Charge does not provide any warranties whatsoever in relation to the Services.
- (b) Except as expressly provided to the contrary in writing by JET Charge, any representation, warranty, condition,

guarantee or undertaking that would be implied in relation to this agreement by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law, including any implied warranties of acceptable quality or fitness for a disclosed purpose.

- (c) JET Charge does not warrant that you will have continuous access to any Services. JET Charge will not be liable if an Services is unavailable due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (d) 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.
- (e) Whilst JET Charge takes reasonable precautions to protect information transmitted via the Services, JET Charge cannot and does not guarantee the security or confidentiality of these communications or the security of any Services.
- (f) 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 Services 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.

### 6 REGISTERING AN ACCOUNT

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- (a) Subject to this agreement or as otherwise authorised by JET Charge in writing, you must:
- (i) not share the details for the account that allows you to use the Services (**Account**) with others unless using functionalities as provided for linked accounts within the Services. and must keep Account details secure; and
  - (ii) immediately notify JET Charge at info@jetcharge.com.au if you become aware of any unauthorised use of the Account.
- (b) If a person other than you accesses your Account, you are responsible for the acts or omissions of that person.
- (c) You confirm that all information and data provided by you in the registration process is accurate, complete and up to date. You must promptly inform JET Charge if there is any subsequent change to this information or data.
- (d) 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**).
- (b) As between the Parties, JET Charge owns 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 8, **Material** means any hardware, software, firmware, tools, documentation, reports, data, diagrams, procedures, plans or other material.

### 7 TERMINATION

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- (a) You or JET Charge may terminate this agreement at any time with one month's written notice in advance.
- (b) The termination of this agreement will not affect the rights of either party to recover from the other party any moneys due under this agreement or in connection with any cause of action, whether by way of contract, tort, indemnity or otherwise.

### 8 INTELLECTUAL PROPERTY

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- (a) As between the parties, JET Charge owns all intellectual property rights in and to:
- (i) the Services, data generated through the Services in relation to your Account (**Data**), and any Material

### 9 LIABILITY

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- (a) To the extent permitted by law, our aggregate liability in relation to any loss, damage, liability, expense, payment or cost (**Loss**) arising from or in connection with your or anyone else's use of the Services will be limited to the amount you paid us in the last 12 months for the Services.
- (b) Neither you nor JET Charge will be liable for any consequential Loss suffered by the

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other, including any loss of revenue, profit, anticipated savings or customers, damage to reputation, loss in connection with any other contract, incidental, punitive, exemplary or special Loss, or any loss suffered as a result of business interruption.

### 10 INDEMNITY

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- (a) 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 your use of, or anyone else's use with your Account of, the Services, unless the Loss is caused by our willful misconduct, negligence or breach of these Terms or any law.

### 11 GENERAL

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- (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. We may assign or transfer any of our rights or obligations under this agreement provided this does not affect the parties' rights and obligations as contained in this agreement.
- (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 2, 3 and 10 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.
- (g) **(Governing law)** This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia.

### 12 ENTIRE AGREEMENT

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- (a) This agreement represents the entire agreement between you and us in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to the Services. To the extent permitted by law, all implied terms are excluded.
- (b) 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 Services in whole or in part; or

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- (ii) payment of the cost of repairing, replacing or re-performing the relevant Services.

### 13 READING AND INTERPRETING THIS AGREEMENT

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- (a) 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.