

Chargefox Network Terms & Conditions

Retrieved from <https://www.chargefox.com/terms-and-conditions/> on 11th May 2023

1 Your acceptance

1.1 These are the terms and conditions (Terms) on which Chargefox Pty Ltd ACN 621 161 215 (referred to as Chargefox, we, our or us) permits users (referred to as you or your) to:

- (a) use the Chargefox open-platform network of electric vehicle charging stations (Charging Stations), including all electric vehicle service equipment (EVSE), the electric vehicle charging applications it delivers, and all support network infrastructure and services supplied by Chargefox in respect of the Charging Stations (Chargefox Network); and
- (b) access and use the Chargefox apps which provide data in respect of the Chargefox Network (Chargefox Apps) and the Chargefox website, located at chargefox.com (Website).

1.2 You agree to be bound by these Terms when you:

- (a) apply for a subscription to use the Chargefox Network;
- (b) use any piece of EVSE located at a Charging Station; or
- (c) use, browse or access any part of the Chargefox Apps or Website.

1.3 If you access a Charging Station using an electric vehicle (EV) which does not belong to you, the act of doing so will also bind the owner of the EV you are driving and warrant your authority to do so.

1.4 Chargefox 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. Your use of the Chargefox Network, Chargefox Apps and Website will be governed by the most recent Terms posted on the Website. By continuing to use the Chargefox Network, Chargefox Apps or Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

2 Registering an Account

2.1 You may be required to register an account in order to use the Chargefox Network (Account).

2.2 You warrant that all information and data provided by you in the registration process is accurate, complete and up to date. You will promptly inform Chargefox if there is any subsequent change to this information or data.

2.3 By registering an Account, you warrant to us that:

- (a) you are authorised and have full power and capacity to register and control all EVs whose VINs are associated with your Account and will notify Chargefox in the event that you are no longer authorised to register or control an EV so that the VIN can be removed from your Account; and
- (b) you are at least 18 years of age and possess the legal authority to enter into, and use the Chargefox Network, the Chargefox Apps and the Website in accordance with, these Terms.

2.4 You agree to be financially responsible for all of your use of the Chargefox Network (as well as for use by others of the Chargefox Network to charge your EV), and to pay all applicable fees for access to a Charging Station initiated by you or attributed to an EV which is associated with your Account. In particular, you agree to:

(a) promptly review your payment method statement (such as your credit card statement) and notify Chargefox customer service in writing of any questions regarding fees. Fees not questioned by this method within 30 days of the applicable statement date will be deemed valid; and

(b) promptly update your account information with any changes to your name, email address, mailing address, telephone number and any applicable credit card information. Account information can be updated by contacting Chargefox at chargefox.com or through the Chargefox Apps or the Website (if applicable).

2.5 In the event that payment on your credit card or other payment method is declined, Chargefox may terminate your account and, in the case of any outstanding balance, institute collection proceedings in order to collect any unpaid balance and, at Chargefox's sole option, any fees, costs or other expenses incurred by Chargefox in connection with its collection efforts.

3 Provision of Charging Stations

3.1 Chargefox may, from time to time, make available the Charging Stations for use by Account holders to charge their EV. However, we reserve the right, at our absolute discretion and at any time, to refuse or suspend access to any or all Charging Stations to any person (including but not limited to any person found to be in breach of these Terms).

3.2 Chargefox may suspend the use of the Chargefox Network, or any Charging Station or EVSE, at any time without notice, including, if:

- (a) one or more piece of EVSE equipment requires maintenance or upgrading;
- (b) we have a reasonable belief that the Chargefox Network is being used unethically, unlawfully or contrary to any law or regulation; or
- (c) provision of the Chargefox Network is disrupted or prevented as a result of an event outside Chargefox's reasonable control or for safety reasons.

3.3 Chargefox does not guarantee, and is under no obligation to ensure, the availability, compatibility with your EV, or performance of Charging Stations, nor does it promise to provide an uninterrupted electricity supply to Charging Stations. Chargefox cannot guarantee that connecting your EV to one of our Charging Stations will result in a successful and timely recharge of your EV's battery or batteries.

3.4 Chargefox aims (but owes you no obligation) to keep Charging Stations free from any faults, errors or defects. If there are any faults or you have any issues with any Charging Station, please contact us as soon as possible. You can call our customer services team at 1300 518 038 or contact us online at chargefox.com.

4 Use of Charging Stations and fair use

4.1 Your use of the Charging Stations and any prepaid charging packs (if applicable) must be fair, reasonable and not excessive. If we consider, in our absolute discretion, your usage to be unfair, unreasonable or excessive, without limiting clause 3 above, we may immediately suspend, modify or restrict your access to any or all Charging Stations.

4.2 You agree not to use, or attempt to use, Charging Stations for any purpose other than to charge your EV and then only to the extent that your EV is compatible with the Charging Stations.

4.3 When using the Charging Stations, you agree to comply with all applicable laws and regulations. In particular, you agree to:

- (a) take reasonable care for your own health and safety;
- (b) take reasonable care that your acts or omissions do not adversely affect the health and safety of others;
- (c) comply, as far as you are reasonably able to, with any reasonable instruction that is given by Chargefox. This means complying with the relevant EV manufacturer's handbook and any instructions for use set out at the Charging Stations (which may be amended by Chargefox from time to time); and
- (d) be aware of any parking restrictions which may be being enforced nearby or attached to the Charging Station.

4.4 When using the Charging Stations, you must ensure that the EVSE located at that Charging Station is compatible with your EV, including that the charging cable is suitable for use on your EV.

4.5 You warrant to us that your EV is roadworthy and is registered for use on Australian roads, that you have read the relevant manufacturer's EV handbook and that the EV does not present any danger or risk to other vehicles or persons or to the Charging Stations.

4.6 Where you are not the owner of the EV accessing the Charging Station, you warrant that you are authorised by the owner of that EV to use the Charging Station and that you have authority to bind the owner to these Terms.

4.7 You acknowledge that we are not supervising your use of the Charging Stations and that you and any people with you are undertaking such use at your own risk.

4.8 You acknowledge that where Charging Stations are located on private property, you agree to keep the property clean and tidy, and to comply with all reasonable requests of the owner of that property provided from time to time when using the relevant Charging Stations, including any request to immediately suspend, modify or restrict your access to that Charging Station.

5 EVSE Idle Fee

5.1 You agree that you will remove your EV from a Charging Station promptly once it is charged and ensure that access to the EVSE and Charging Station is cleared to allow other users to use the EVSE and Charging Station.

5.2 You acknowledge that you may incur an idle fee for the time your EV remains parked in a charging stall after it is finished charging. To avoid idle fees, we recommend you monitor your EV while using a Charging Station and use the Chargefox Apps to track your EV's charge status.

6 Carbon Abatement

6.1 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 Products and / or any Charging Station that utilises our Products

which could potentially give rise to the creation of Carbon Credits are hereby retained by and vested in Chargefox (or persons nominated by Chargefox).

6.2 You agree that Chargefox (or persons nominated by Chargefox) 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 Chargefox may deal with any Carbon Credits as they see fit, including by assignment or sale to any third party. You agree 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.

6.3 For the purposes of this clause 6:

(a) 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

(b) 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.

(c) Product means any product or service provided by Chargefox including but not limited to the Chargefox Network, Chargefox Network Portal, Chargefox Apps, Charging Stations and Website.

7 Use of Chargefox Apps

7.1 You may access and use the Chargefox Apps or the Website to obtain information regarding Charging Station locations and other content and features that Chargefox may make available. Use of the Chargefox Apps and the Website is subject to these Terms, Chargefox's privacy policy (available at chargefox.com) and any relevant mobile application terms and conditions entered into at the time of downloading the Chargefox Apps.

7.2 You are responsible for all use of the Chargefox Apps under your Account name.

8 Content of Chargefox Apps and Website

8.1 The Chargefox Apps and Website are owned and operated by or on behalf of Chargefox.

8.2 All intellectual property rights (including copyright and patents) in the information, comment, content, communication, advice, text, trade marks, logos, service names and trade names of Chargefox, images of people or places or other content (Content) contained in the Chargefox Apps, on the Website or otherwise provided to you by Chargefox are owned or licensed by Chargefox.

8.3 The Content in the Chargefox Apps and on the Website and any other information provided to you is for general information purposes only. You acknowledge and agree that, while Chargefox has attempted to provide accurate information through the Chargefox Apps and on the Website, such information may change frequently and in no event will Chargefox be responsible for the accuracy, usefulness or completeness of the Content in the Chargefox Apps and on the Website, nor does it warrant that any such Content is the most current version thereof. Chargefox does not warrant or make any representations as to any third party products or services described or referred to in the Chargefox Apps, on the Website or otherwise. Any use of the Content by another person or organisation is at the user's own risk.

8.4 The Content in the Chargefox Apps and on the Website 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 the Chargefox Apps or on the Website is not an endorsement of any organisation, product or service.

8.5 Chargefox may modify any information in the Chargefox Apps or on the Website (including Content) at our absolute discretion for any reason, without notice. All updates and modifications to the Chargefox Apps or the Website (including Content) will be subject to these Terms.

8.6 If you have a complaint regarding any Content in the Chargefox Apps or on the Website, Chargefox's sole obligation 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.

9 Links on the Website

9.1 The Website may contain links to other websites. We have not reviewed all of the third party websites linked on the Website and are not responsible for their content or accuracy. Chargefox provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement, support or sponsorship of those websites, their operators, the goods, services or content that they describe.

9.2 Facebook and other websites which are linked to the Website, are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access any linked sites, you do so at your own risk. Chargefox is not responsible for and will not be liable in respect of the content or operation of those websites or any of the goods, services or content that they describe. Chargefox is not responsible for and will not be liable in respect of any incorrect link to an external website.

10 Access to Chargefox Apps and Website

10.1 Chargefox does not warrant that you will have continuous access to the Chargefox Apps or Website. Chargefox will not be liable if the Chargefox Apps or Website are unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

10.2 Chargefox 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.

10.3 Whilst Chargefox takes reasonable precautions to protect information transmitted via the Chargefox Apps and Website, Chargefox cannot and does not guarantee the security or confidentiality of these communications or the security of the Chargefox Apps or Website.

10.4 Chargefox does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Chargefox Apps or Website 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.

11 Indemnity

You will fully indemnify Chargefox in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your use of the Chargefox Network, the Chargefox Apps and the Website; or

(c) your communications with Chargefox.

12 Warranties, consumer guarantees and limitation of liability

12.1 Your use of the Chargefox Network, Chargefox Apps and Website is at your own risk.

Chargefox's services are provided on an 'as is' and 'as available' basis.

12.2 Any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms in relation to any service supplied by Chargefox 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.

12.3 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.

12.4 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your Account with us; and
- (b) to a refund for the unused credit on your Account.

12.5 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

12.6 Chargefox will not be liable to you for any damage of any kind to your EV whatsoever, arising from a failure by you to exercise reasonable care or comply with the requirements of the EV manufacturer's handbook or with Chargefox's instructions. To the maximum extent permitted by law, you agree to hold Chargefox harmless against any liability, claims, proceedings, costs, expenses and damages which Chargefox may suffer or incur as a result of a failure by you to comply with one or more of the following: the EV manufacturer's handbook, Chargefox's instructions, or your obligations under any applicable laws and regulations.

12.7 Chargefox will not be liable to you for any loss or damage to you or your EV, indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with your use of the Chargefox Network, the Chargefox Apps, the Website and all links to or from the Website unless, and to the extent that, such damage or loss is directly caused by:

- (a) the gross negligence of Chargefox; or
- (b) the fraud or wilful breach by Chargefox of any of its obligations under these Terms, provided that such loss or damage is reasonably foreseeable and is not caused by something beyond Chargefox's control (including, for the avoidance of doubt, any act or omission of any third party, any force majeure event, any incompatibility of your EV with the EVSE, the enforcement of parking restrictions by law enforcement officials, or any breach by you of these Terms).

12.8 Subject to this clause 12, to the maximum extent permitted by law, you agree that the maximum aggregate liability of Chargefox for all proven losses, damages and claims arising out of or in connection with these Terms or a supply under these Terms, including liability for breach,

in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$10,000.

13 Termination of your Account

13.1 Chargefox may at any time immediately terminate your Account, including restricting access to the Chargefox Network, the Chargefox Apps or any feature of the Chargefox Apps or the Website, for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

13.2 You may terminate your Account at any time by providing Chargefox with written notice.

13.3 Following any termination, you will remain responsible for any and all unpaid fees and charges associated with your Account. If such unpaid fees and charges are not promptly remitted, you may become liable for additional service charges, fees or penalties, and you may be subject to collection actions for any unpaid balance.

14 Privacy

In registering for an Account and using the Chargefox Network, Chargefox Apps or Website, you may provide certain personal information to Chargefox and you agree that any information collected by Chargefox may be accessed or collected for use by Chargefox or any of its related companies or business partners in the course of its business (including direct marketing activities) in accordance with Chargefox's privacy policy (available at chargefox.com and subject to change from time to time in accordance with its terms).

15 Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

16 Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

17 Contacting us

If you have questions about the Chargefox Network, the Chargefox Apps, the Website or these Terms, please contact us. Our contact details can be found on our Website.