

EVPORT User Terms And Conditions

1. Introduction

1. These Terms apply to your use of AC or DC Charge Stations owned and/or operated by EVPORT and the Platform and Data. The meanings of certain words we use in these Terms are explained in clause 14 below.

2. Agreement With You

1. You agree to be bound by these Terms from the date you apply for a Login or the date you use the Platform, whichever is earlier.
2. You also agree to these Terms on behalf of the owner of any electric vehicle that receives Vehicle Charging Services via any Token registered to you and connected to your Login, and warrant that you have the authority of such persons to do so.
3. You confirm that you have the legal authority to enter into these Terms and where you are an individual you confirm that you are at least 18 years of age.
4. EVPORT may vary these Terms at any time. Any such variations will be notified by publication on the Website, and shall take effect once published in that way.

3. Use Of AC or DC Charge Stations

1. In order to obtain Vehicle Charging Services from AC or DC Charge Stations and use the Platform, you must first register a Login via the Website or the EVPORT App, register a valid payment method against your Login and obtain a Token from EVPORT at your cost. Only Trade Customers may use the Portal. You can delete your Login at any time, however, if you do that you will no longer be able to use the AC or DC Charge Stations or the Platform.
2. You shall take all reasonable care when accessing and using the AC or DC Charge Stations and the Land, comply with the manufacturer's instructions in relation to your vehicle, and comply with the reasonable instructions and requests of EVPORT and the Land owner relating to the access to and use of AC or DC Charge Stations and the Land.
3. You agree not to use, or attempt to use, any AC or DC Charge Station for any other purpose than to charge an electric vehicle that is compatible with the particular AC or DC Charge Station.
4. Vehicle charging bays associated with each AC or DC Charge Station are only available for use in conjunction with the legitimate use of the particular AC or DC Charge Station (Proper Use). You shall promptly disconnect your Vehicle from the AC or DC Charge Station and remove your vehicle from the vehicle charging bay after your vehicle is charged. EVPORT may charge you additional fees for overstaying. Any vehicle or object that is interfering with the Proper Use may also be disconnected from the AC or DC Charge Station and removed from the vehicle charging bay at its owner's risk and expense.

4. Price And Payment For Vehicle Charging Services

1. Prices for using Vehicle Charging Services are set by the owner or operator of the particular AC or DC Charge Station used. EVPORT's prices for Vehicle Charging Services at EVPORT AC or DC Charge Stations and other fees can be found at www.charge.net.nz. Those prices are subject to change at any time. EVPORT does not give any warranties in respect of prices charged or services or electricity provided by third party owners or operators of Third Party AC or DC Charge Stations.

2. Charges are due for payment:

1. by individuals, via Visa or MasterCard at the time of using a AC or DC Charge Station; and
2. by Trade Customers and other Authorised Persons, on the 10th of the month following the date of the invoice or as otherwise agreed in writing with EVPORT.

3. If you dispute any Charge you need to notify EVPORT within 30 days of being informed of the Charge, otherwise you will be deemed to have accepted it.

4. By registering a payment method via your Login, you:

1. warrant to EVPORT that the details registered with EVPORT are accurate and that you are authorised to use the relevant payment method; and
2. authorise EVPORT to charge the Charges and any other amounts payable under these Terms to that payment method; and
3. agree to take no steps to reverse, vary or otherwise interfere with these charges.

You can change or update the relevant payment method details at any time via your Login.

5. If you do not pay for Vehicle Charging Services, then EVPORT may suspend or cancel your use of AC or DC Charge Stations and the Platform and take enforcement action at your cost.

6. Where you use credit from a Voucher, EVPORT will deduct such sums from the credit connected with the Voucher. Any credit from a Voucher may only be used for Vehicle Charging Services and any other amounts payable by you in connection with use of AC or DC Charge Stations and the Platform. Any credit on a Voucher is not refundable or able to be exchanged for cash.

5. Tokens

1. Tokens in general

1. You may only use Tokens issued to your Login to obtain Vehicle Charging Services processed using the Platform. You must not allow any Token to be used for any other purpose and must not assign, sell or transfer the Token or allow any Token to be used by another person or entity.

2. Types of Tokens currently available include: RFIDs; EVPORT App; SMS; authorisation of the AC or DC Charge Station via the Website; and authorisation via your instructions to EVPORT.

3. EVPORT may alter the types of available Tokens at any time without prior notice to you, but intends to continue using all currently available types of Tokens for the foreseeable future.

2. RFIDs

1. If EVPORT issues an RFID to you it remains the property of EVPORT at all times. EVPORT reserves the right to cancel any RFID at any time and without notice to you.

2. You agree to return, at your cost, any RFID issued to you by EVPORT when the RFID is cancelled or replaced, your Login is deleted, or when we ask you to do so.

3. You are responsible for ensuring the safe custody and authorised use of any RFID EVPORT issues to you at all times. You must notify EVPORT immediately by phoning 0800 2 24274 (0800 2 CHARGE) as soon as you become aware that any RFID issued to you has been lost, stolen or used in an unauthorised manner. You will be liable for all transactions that occur before we receive such notification.

4. EVPORT may charge you a fee to provide a replacement RFID.

6. Use Of The Platform And Data

1. Where you are an Authorised Person, you may use the Portal to manage Tokens issued to you, obtain a copy of the Data from the Platform and use such Data solely for your internal business purposes.

2. Where you are an individual, EVPORT will send you periodic statements that summarise the Data and you may use such Data for your own personal, non-commercial uses only.

3. You may not assign, sell or transfer the Data without EVPORT's agreement in writing.

4. You must provide true, current and complete information in your dealings with EVPORT, and must promptly update that information as required so that it remains true, current and complete.

5. If you are given a Login, you must keep it secure and:

1. not permit any other person to use it, including not disclosing or providing it to any other person; and

2. immediately notify EVPORT if you become aware of any disclosure or unauthorised use of your Login.

6. You must:

1. not act in a way, or use or introduce anything that in any way compromises, or may compromise, the System or any Underlying System, or otherwise attempt to damage or interfere with the System or any Underlying System; and

2. access the Website via standard web browsers only.

7. You must obtain EVPORT's written permission to establish a link to the System.

7. Alteration, Suspension And Cancellation

1. EVPORT may change, suspend, discontinue, or restrict access to AC or DC Charge Stations, the Platform and Data without notice or liability, including if you: (a) abuse, misuse or damage any AC or DC Charge Station, Platform, or Vehicle Charging Services; (b) provide false or inaccurate information to EVPORT; or (c) cancel, reverse or dishonour any payment to EVPORT.

2. Alteration, cancellation or suspension will take effect immediately and you will remain liable for all costs and charges incurred prior to such alteration, cancellation or suspension.

8. Privacy

1. EVPORT collects information about you when you use AC or DC Charge Stations and the Platform. EVPORT will collect, use and store your personal information in accordance with the Privacy Act 2020 and its privacy policy, which is available at <https://charge.net.nz/contact/privacy-policy/>.

9. Complaints Procedure

1. EVPORT is a member of Utilities Disputes and is required to comply with the terms contained in the Utilities Disputes Consumer Codes of Practice relating to the handling of complaints.

2. EVPORT's inhouse complaints handling process is free and simple for you to use. Your freephone call to 0800 2 242743 will be answered by one of our team who will endeavour to resolve your complaint directly.

3. Should EVPORT be unable to resolve any complaint to your satisfaction or within 20 days, you may direct your complaint to: Utilities Disputes, Freepost 192682, PO Box 5875, Lambton Quay, Wellington 6140, freephone 0800 22 33 40 or email info@utilitiesdisputes.co.nz. You can also take your complaint to the Office of the Ombudsman, to the Courts or the Disputes Tribunal.

4. EVPORT's complaints process does not remove any rights you may have at law.

10. Intellectual Property

1. EVPORT (and its licensors) own all proprietary and intellectual property rights in or used in connection with the EVPORT AC or DC Charge Stations, the System, Underlying Systems and the Data and any updates, replacements, revisions, enhancements, additions or conversions to the same (Intellectual Property Rights). You may make use of the Intellectual Property Rights only as expressly

permitted under these Terms. Nothing in these Terms constitutes a transfer of any Intellectual Property Rights to you.

2. You shall not copy, modify, translate, decompile, reverse engineer, disassemble or otherwise reduce to a human readable form, or adapt, the whole or any part of the System or the Data or use such things to create a derivative work.

11. Liability

1. You indemnify EVPORT against all Loss EVPORT suffers or incurs as a direct or indirect result of: your damage to AC or DC Charge Stations and ancillary plant and equipment, the System and any Underlying System; your failure to comply with these Terms; and your fraud.

2. To the maximum extent permitted by law:

1. the AC or DC Charge Stations, Vehicle Charging Services, the System and Data are provided on an 'as is' basis for use at your own risk;

2. all terms, conditions, representations, warranties and guarantees other than those expressly set out in these Terms are excluded;

3. EVPORT and its licensors have no liability or responsibility to you or any other person for any Loss arising under or in connection with these Terms, the AC or DC Charge Stations, Vehicle Charging Services, the System or the Data, including any Loss in connection with:

1. any AC or DC Charge Station, Vehicle Charging Services or the System being inaccessible, unavailable, incompatible with your electric vehicle or systems, performing slowly, being insecure or use of them being interrupted;

2. the supply of electricity surging or being unavailable or interrupted; or

3. any error in, omission from or delay in the provision of, any information (including the Data) provided or made available to you;

4. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use AC or DC Charge Stations, Vehicle Charging Services or the System;

5. any third party site linked from the System. Any link on the System to third party sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators;

6. user error; and

7. the use of or inability to use Third Party AC or DC Charge Stations.

4. EVPORT and its licensors have no liability or responsibility to you or any other person for any loss of profit, loss or interruption of business, loss of goodwill, losses consequent upon loss or corruption of data nor the cost of reconstituting data, or any indirect or consequential loss or damage;

3. To the extent EVPORT's liability however arising cannot be excluded but can be limited, its liability is limited to NZD100,000 in total.

4. Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 (CGA) or any other consumer protection law that cannot be excluded.

5. You agree that where you are acquiring goods, services or electricity in trade (as defined in the CGA) then the provisions of the CGA do not apply to the goods, services or electricity supplied to you.

6. Where you are a Trade Customer, different limitations and exclusions of liability may apply to the extent expressly set out in any separate agreement in writing between you and EVPORT.

12. Force Majeure

1. EVPORT shall not be liable for any Loss or delay in delivering or failure to deliver goods, services or electricity caused in whole or in part by an event or circumstance beyond its reasonable control or for safety reasons (Force Majeure) or any Loss arising from such delay or failure. In the event of Force Majeure, EVPORT may at its sole discretion cancel, suspend or modify the supply of any goods, services or electricity without incurring liability for any Loss resulting therefrom.

13. General

1. Governing Law and Jurisdiction These Terms are governed by New Zealand law and you and EVPORT submit to the exclusive jurisdiction of the New Zealand Courts.

2. Entire Agreement These Terms contain the entire agreement between you and EVPORT in relation to the subject matter of these Terms and each of these Terms supersedes all other discussions, representations, statements and prior agreements between us.

3. Severable These Terms are subject only to any mandatory contrary provision of law. Where a mandatory contrary provision of law makes any part of these Terms void or unenforceable, such part shall be severed and shall not affect the validity or enforceability of any other part.

4. Waiver No party will be deemed to have waived any right under these Terms unless the waiver is in writing and signed by that party. A failure to exercise or delay in exercising any right under these Terms will not operate as a waiver of that right. Any waiver will not constitute a waiver of any subsequent or continuing right, or of any other provision in these Terms.

5. Survival Clauses which, by their nature, are intended to survive termination of these Terms, shall continue in force.

14. Definitions

In these Terms, unless the context otherwise requires:

Authorised Person means a Trade Customer and any other person that EVPORT agrees in writing may use the Portal.

CGA means the Consumer Guarantees Act 1993.

EVPORT means EVPORT Limited (NZ company number).

EVPORT App means EVPORT's smartphone application which is linked to your Login to enable you to access Vehicle Charging Services and pay for those services via the Platform.

EVPORT AC or DC Charge Station means a AC or DC Charge Station that is owned or operated by EVPORT.

Charges means the price and any fees payable for Vehicle Charging Services and the use of AC or DC Charge Stations, the Platform and any Data, all being plus GST and any government rates, taxes, charges or duties which are, or which may be, imposed or charged upon transactions involving your Login or Token.

Data means information about the use of AC or DC Charge Stations by vehicles owned or operated by you.

GST means goods and services tax payable under the Goods and Services Tax Act 1985.

Land means the land on which a AC or DC Charge Station is located and/or via which AC or DC Charge Stations may be accessed.

Login means the user profile created for you via the Website for the purposes of managing your Tokens and registration of the payment method used for payment for the Vehicle Charging Services via the Platform.

Loss includes any claim, damage, loss, liability and cost.

Platform means those parts of the System that EVPORT enables users to use and to pay for Vehicle Charging Services at AC or DC Charge Stations, being your Login, the Website, EVPORT App, Tokens and, if applicable, the Portal.

Portal means EVPORT's online portal via which Authorised Persons can manage Tokens and obtain information relating to their use of AC or DC Charge Stations.

AC or DC Charge Station means a AC or DC charge station for electric vehicles, which is either owned and/or operated by EVPORT or which is owned and/or operated by third parties, and which accepts payments for Vehicle Charging Services via the Platform.

RFID means the unique Radio Frequency Identification Card which may be issued to you as a form of Token.

SMS means any text messaging service used by EVPORT that interoperates with your mobile phone and the Platform.

System means EVPORT's system for processing payments and data relating to Vehicle Charging Services and which includes the Platform.

Terms means all of these terms and conditions as amended from time to time.

Third Party AC or DC Charge Station means a AC or DC Charge Station that is not owned or operated by EVPORT.

Token means any token of any type (including RFID) approved by EVPORT and linked to the Login and the payment method registered via your Login to enable you to obtain Vehicle Charging Services from AC or DC Charge Stations and pay for those services via the Platform.

Trade Customer means a person to whom EVPORT provides Vehicle Charging Services on account.

Underlying System means any network, system, software, data or material that underlies or is connected to the System.

Vehicle Charging Services are charging services for electric vehicles provided via AC or DC Charge Stations. Voucher means a credit issued by EVPORT against your Login.

Website means EVPORT's website located at charge.net.nz.

you and your means the user of the AC and DC Charge Stations, the Platform and the Data and any person on whose behalf you are acting.