

TERMS & CONDITIONS OF USE AGREEMENT

ActewAGL EV Charging Stations

Introduction

Your use of ActewAGL EV Charging Stations is governed by these terms and conditions. In consideration of your use of an ActewAGL EV Charging Station, you agree to be bound by these terms and conditions and you also bind the owner of the EV which you are driving and warrant your authority to do so. If you do not agree to be bound by these terms and conditions, you must not use any ActewAGL EV Charging Stations.

In these terms and conditions:

- **“ActewAGL EV Charging Station”** means any ActewAGL branded EV charging station.
- **“EV”** means an electric vehicle.
- **“We”, “us” or “ActewAGL”** means ActewAGL Distribution (ABN 76 670 568 688), a partnership of Icon Distribution Investments Ltd (ABN 83 073 025 224) and Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663).
- **“You”** means the person using the ActewAGL EV Charging Station.

Our Services

We may, from time to time, make available ActewAGL EV Charging Stations for use by you to charge your EV. However, we reserve the right, at our absolute discretion and at any time, to refuse or suspend access to any or all ActewAGL EV Charging Stations to any person (including but not limited to any person found to be in breach of these terms and conditions).

We do not guarantee, and are under no obligation to ensure, the availability, compatibility with your EV, or performance of ActewAGL EV Charging Stations, nor do we promise to provide an uninterrupted electricity supply to ActewAGL EV Charging Stations.

We warrant that each ActewAGL EV Charging Station complies with all applicable mandatory statutory safety standards.

We aim (but owe you no obligation) to keep ActewAGL EV Charging Stations free from any faults, errors or defects. If there are any faults or you have any issues with any ActewAGL EV Charging Station, please contact us as soon as reasonably possible by calling our Customer Services team on 131 093.

Your Usage

Your use of ActewAGL EV Charging Stations must be fair, reasonable and not excessive. If we consider, in our absolute discretion, your usage to be unfair, unreasonable or excessive, without limiting the abovementioned, we may immediately suspend, modify or restrict your access to any or all ActewAGL EV Charging Stations.

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

If the ActewAGL EV Charging Stations are used by you for the purposes of a business, you agree that, to the maximum extent permitted by law, the Competition and Consumer Act 2010 (Cth) sch 2 (Australian Consumer Law) does not apply.

Your Promises to Us

When using the ActewAGL EV Charging Stations, you agree to exercise all reasonable care, to comply with the relevant EV owner's manual and to comply with any instructions for use set out at ActewAGL EV Charging Stations (as amended by ActewAGL from time to time). ActewAGL will not be liable to you for any loss or damage of any kind to you or your EV whatsoever, arising from a failure by you to exercise such reasonable care or comply with the requirements of the EV owner's manual or to comply with ActewAGL's instructions for use. You indemnify us against any loss, damage, claim or expense we may suffer or incur arising from or as a result of your use of the ActewAGL EV Charging Stations.

You warrant to us that your EV is currently registered, that you have read the relevant EV owner's manual and that the EV does not present any danger or risk to other vehicles or persons or ActewAGL EV Charging Stations.

Where you are not the owner of the EV accessing the ActewAGL EV Charging Stations, you warrant that you are authorised by the owner of that EV to use the ActewAGL EV Charging Stations and that you have authority to bind the owner to these terms and conditions.

You acknowledge that we are not supervising your use of the ActewAGL EV Charging Stations and that you are undertaking such use at your own risk.

You will not allow any person under the age of 17 to access or use the ActewAGL EV Charging Stations.

You acknowledge that ActewAGL EV Charging Stations are located on private property, and you agree to keep that property clean and tidy, and to comply with any notices or reasonable requests of the manager of that property provided from time to time when using the relevant ActewAGL EV Charging Stations.

Liability

Subject to the above, nothing in these terms and conditions shall affect or limit any rights that you may have under the Competition and Consumer Act 2010(Cth) or as otherwise may be imposed by any law in force in the jurisdiction in which the ActewAGL EV Charging Station is located.

To the maximum extent permitted by law, ActewAGL is not liable for any loss or damage arising (whether direct or indirect, special or consequential, pecuniary or non-pecuniary, and whether arising in tort (including negligence) or contract or otherwise) as a result of, or in connection with, your use of an ActewAGL EV Charging Station.

Services and Fees

By accepting these terms and conditions you agree to, and agree to pay, the services and usage fees set out in the Schedule of Fees.

Jurisdiction

These terms and conditions are governed by, and are to be construed in accordance with, the law of the Australian Capital Territory and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory to resolve any disputes arising under or in relation to these terms and conditions or your use of any ActewAGL EV Charging Station.

Privacy

In using the ActewAGL EV Charging Stations, you may provide certain personal information to ActewAGL and you agree that any information collected by ActewAGL may be accessed or collected for use by ActewAGL or any of its related companies in the course of its business (including direct marketing activities), in accordance with ActewAGL's Privacy policy (available at <http://www.actewagl.com.au/Help-andadvice/Legal/Privacy-policy/Distribution.aspx> and subject to change from time to time in accordance with its terms).

Personal Information

The usage of personal information of our customers will be kept private from third parties unless stated otherwise by our customers. Any personal data will be securely kept in our records.

Anonymous Data

Collection of data in regards to product, services and experiences will be used for research purposes only. The collected data will be stored in our database for improvement of services and products.

Direct Debit Information

Direct debit information will be collected via the PCI DSS validated third party service provider (Commonwealth Bank Bpoint Receivable solution). All processing of cardholder data is entirely outsourced to PCI DSS validated third-party service providers. Our company does not electronically store, process, or transmit any cardholder data on our systems or premises, but relies entirely on a third party (Commonwealth Bank of Australia) to handle all these functions. All elements of the payment page(s) delivered to the consumer's browser originate only and directly from a PCI DSS validated third-party service provider (Commonwealth Bank of Australia). As such your credit card details are not stored on our website (and its databases), and there is no way for these details to be retrieved by us.

Your Obligation

Once you have agreed to use direct debit for payment of your account(s) you must have sufficient funds in your nominated savings, cheque or credit card account on the direct debit deduction date to cover the amount shown on your account. If there are insufficient funds in your account on the direct debit deduction date, your bank, building society or credit union may charge a fee that you will be obliged to pay.

If your bank, building society or credit union rejects the deduction you may incur a charge to cover administration costs and your direct debit arrangements may be cancelled without further notice, which may result in your membership being suspended.

Change of Terms and Conditions

ActewAGL may change these terms and conditions including the Schedule of Fees from time to time. Each time you use an ActewAGL EV Charging Station you agree to be bound by the then current terms and conditions, as published on ActewAGL's website.

Severability

A term or part of a term that is illegal or unenforceable may be severed from these terms and conditions, and the remaining terms or parts of the terms of these terms and conditions continue in force.

Schedule of Fees

A Schedule of Fees is published on our website: www.actewaglevlution.com.au/Pricing

All prices include GST.

Fees are subject to change. If we vary the fees we will endeavour to notify you by email and publish the changes on our website at least 3 business days before they take effect.

Invoicing

General

Invoicing cycles end on the last day of each month. We will send a invoice to the email address nominated by you on your registration within 14 days of the end of each invoicing cycle. You are responsible for keeping your contact details up to date with us. Failure to keep your contact details updated with us may result in cancellation of your access to the ActewAGL EV Charging Stations.

Calculating the invoice

Invoices will be calculated on the amount of time your EV is connected to the EV charger during the invoicing cycle, based on the fees set out in the Schedule of Fees. Connection information will be obtained from the EV charger.

Your Statement

The direct debit transaction for your account invoice will appear on the cardholder's statement as ACTEWAGL DISTRIBUTION.

Cancellation or Withdrawal

If you wish to cancel or temporarily withdraw your membership, please complete the Membership Cancellation section on our website, or provide written notice to us by email at admin@actewaglevlution.com.au

If you cancel or withdraw your membership at any time you will continue to have access to the ActewAGL EV Charging Stations until the end of the day immediately preceding the

anniversary date of payment of your last membership fee after which time your registration and access will be cancelled. If you choose to use the charging network after you have cancelled or withdrawn your membership the fees incurred will be set out in your final invoice.

Disputes

If you disagree with the amount you are charged you can ask us to review your invoice in accordance with our standard complaints and dispute resolution procedures by contacting us at admin@actewaglevlution.com.au or by using the [Contact Us](#) form on our website.

Disclaimer

THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY REFERENCED HEREIN, YOU ARE NOT AUTHORISED TO ACCESS OR USE ANY OF THE ACTEWAGL EV CHARGING STATIONS OR THE ASSOCIATED SERVICES.

BY ACCEPTING THESE TERMS AND CONDITIONS YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD, THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.