

ELANGA (PTY) LTD
GENERAL TERMS AND CONDITIONS FOR THE CHARGING SERVICE

1. DEFINITIONS

- 1.1 *“Charging Service Vendor”* means Elanga (Pty) Ltd a charging business operator that offers Charging Service to Chargeable Vehicle Users via its network of Charging Stations owned by Elanga (Pty) Ltd or another Charging Point Owner. *“Us”, “We” or “Our”* has a corresponding meaning.
- 1.2 *“Chargeable Vehicle”* means an electric vehicle registered for use on public roads whose main energy source is electricity stored in an on-board battery or batteries and, where the context requires includes any passenger or any personal property in or around the electric vehicle.
- 1.3 *“Chargeable Vehicle User”* means a natural person or a juristic person who uses Our Charging Services and thereby binding themselves to these Terms and Conditions. *“You”, “Your”, “Yourself” and “Customer”* has a corresponding meaning.
- 1.4 *“Charging Point Owner”* means a charging business operator that owns Charging Points and/or operates them.
- 1.5 *“Charging Station”* means to an entity of one or more Charging Points where a Chargeable Vehicle can be charged.
- 1.6 *“Charging Service”* means a service compliant with these Terms and Conditions offered to the Chargeable Vehicle User on the basis of which the Chargeable Vehicle User may use Charging Points and access related services.
- 1.7 *“Charging Points”* means to those slow and quick charging points that make it possible to feed electricity directly to a Chargeable Vehicle with a maximum

power of 22 kW (a slow charging point) or with power of more than 22 kW (a quick charging point).

- 1.8 "*Consumer Protection Act*" means the Competition and Consumer Act 2010.
- 1.9 "*Customer Account*" or "*Account*" means any account held with Us in Your name for the purposes of the provision of the Service.
- 1.10 "*One-Time Customer*" means a Chargeable Vehicle User that uses the Charging Service and makes electronic payment via all major Credit and/or Debit Cards, including Visa and Mastercard.
- 1.11 "*Personal Information*" means information about an identifiable, natural person and where applicable, a juristic person, including but not limited to information relating to the race; gender; sex; pregnancy; marital status; national, ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education, medical, financial, criminal or employment history; any identifying number, symbol, e-mail; postal or physical address; telephone number; location information; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.12 "*Pre-paid Customer*" means a Chargeable Vehicle User that has concluded a Charging Service Agreement with the Charging Service vendor.
- 1.13 "*QR Code*" means is an abbreviation for Quick Response Code and it is a two-dimensional bar code that can be read quickly by a cell phone, to determine the service fees applicable at a specific Charging Station.

1.14 "*RFID Charge Card*" means a card delivered to the Pre-Paid Customer, enabling the identification of the Pre-Paid Customer at a Charging Station and/or Point.

1.15 "Mobile App" means the Elanga App downloaded onto the Chargeable Vehicle User's mobile phone.

1.16 "Website" means the internet website <https://www.elanga.com.au>.

2. APPLICATION AND THE SERVICE

2.1 These General Terms and Conditions apply to Charging Service sales between E'langa (Pty) Ltd (Charging Service Vendor) and You, the Chargeable Vehicle User.

2.2 E'langa (Pty) Ltd (Charging Service Vendor) shall provide You with a Charging Service.

2.3 The service entitles You to use any of Our Charging Points on Our network of Charging Stations in accordance with Your chosen payment option.

2.4 You can find the location, availability and service fees of Your nearest Charging Station on the live map as displayed on the Mobile App and/or Website.

2.5 The use of charging equipment owned, operated or managed by individuals or organisations other than Us is carried out at Your own risk and We do not accept any liability for any loss or damage of whatsoever nature arising from Your use of such equipment.

2.6 To the extent that these Terms and Conditions or the Charging Service Agreement of goods or services which are the subject of these Terms and Conditions, are governed by or subject to the Consumer Act, no provision of these Terms and Conditions or the Charging Service Agreement is intended to

contravene the applicable provisions of the Consumer Protection Act. All provisions of these Terms and Conditions and the Charging Service Agreement will be deemed to be qualified to the extent required in order to ensure compliance with the applicable provisions of the Consumer Protection Act and the Terms and Conditions must be interpreted and applied accordingly.

3. SERVICE FEES AND OVERSTAY CHARGES

3.1 Service fees are determined by the charging speed and the Charging Point Owner of each of the Charging Stations within Our network of Charging Stations.

3.2 Service fees shall vary from Charging Station to Charging Station.

3.3 The applicable and current service fees for the required charging speed and a specific charging station can be found on the live map as displayed on the Mobile App and/or Website.

3.4 It is Your responsibility to check the service fees and availability of the Charging Station before making use of the Charging Service at a particular Charging Station.

4. PAYMENT OPTIONS

4.1 There are two (2) payment options available to You:

4.1.1 One-Time Customer; and

4.1.2 Pre-Paid Customer.

5. ONE-TIME CUSTOMER

5.1 One-Time Customers shall pay 40% more than Pre-Paid Customers for Charging Services.

- 5.2 One-Time Customers shall be required to scan the QR Code on his/her cellphone and follow instructions.
- 5.3 The One-Time Customer shall receive a link.
- 5.4 By clicking on the link provided the service fees will be provided and the One-Time Customer shall be required to accept the service fees.
- 5.5 Once the One-Time Customer accepts the service fees, the One-Time Customer will be required to upload his/her Credit/Debit Card Details to effect payment for the Charging Service.

6. PRE-PAID CUSTOMER

- 6.1 A Charging Service Agreement shall be concluded between the Pre-Paid Customer and the Charging Service Vendor in electronic format available on the Website.
- 6.2 These General Terms and Conditions together with the terms and conditions stipulated in the Charging Service Agreement shall be binding on Pre-Paid Customers and the Charging Service Vendor.
- 6.3 Pre-Paid Customers shall pay 40% less than One-Time Customers for Charging Services.
- 6.4 In accordance with the Charging Service Agreement, the use of the Charging Service shall be paid for on a prepaid basis, namely, that the Pre-Paid Customer transfers the desired amount of money to his/her Customer Account to be used for the Charging Service.
- 6.5 After each charging transaction, the amount corresponding to the transaction is charged from the Customer Account and such transactions shall reflect on the Customer Account not later than 48 hours after the transaction was completed.

- 6.6 The Pre-Paid Customer must ensure that his/her Customer Account has minimum balance of AUD20-00 (20 Dollars) to ensure that the Charging Service shall be rendered.
- 6.7 Should the Pre-Paid Customer fail to top-up the Customer Account the Charging Service Vendor shall be entitled to refuse the provision of the Charging Service.
- 6.8 If the customer account of the Pre-Paid Customer is overdrawn, the Charging Service Vendor shall be entitled to charge reasonable expenses and costs incurred to it by the overdraft as well as interest for late payment for the overdraft as set out in the Charging Service Agreement.

7. UTILISING THE SERVICE

- 7.1 The use of a Charging Station and/or Charging Point requires that You identify Yourself either with an RFID Charge Card or by way of Mobile App as provided by the Charging Service Vendor.
- 7.2 The identification must be carried out before the charging of the Chargeable Vehicle.
- 7.3 You shall and agree to ensure that the electrical equipment and installations of the Chargeable Vehicle meet the requirements set out in the legislation, official regulations and the Charging Service Agreement as well as other technical requirements required for the delivery and use of the Charging Services in general.
- 7.4 When charging a vehicle, You must see to it that the usage instructions of the Charging Station and/or Charging Point are adhered to carefully.

- 7.5 Should You fail to adhere to instructions provided and/or any damage are caused as a result of Your negligence, You shall be liable to the Charging Service Vendor for broken Charging Points or any other damage caused.
- 7.6 Should You become aware of any defect of any problem or potential problem whatsoever, at a Charging Station and/or Charging Point, the You must immediately notify the Charging Point Owner of such defect or problem.
- 7.7 The Chargeable Vehicle User agree to take all necessary measures that can reasonably be expected to prevent or limit any damage.
- 7.8 You agree to adhere to all safety related instructions, notifications and advice issued by us on Our Website, Mobile App or otherwise.
- 7.9 To ensure reasonable use of Charging Points at all times You are required to immediately vacate the parking bay, in which the Charging Point is located, once You have finished charging Your Chargeable Vehicle.
- 7.10 Please note, You must not:
- 7.10.1 tamper with the Charging Point;
 - 7.10.2 use the Charging Points or the parking bay in which they are located for any other purpose other than charging Your Chargeable Vehicle;
 - 7.10.3 connect any cable, adapted, connector, switch or other interface to a Charging Point which is not fit for purpose, and/or fully compliant with all relevant laws, regulations and specifications; and
 - 7.10.4 use the Charging Service in any manner which is harmful, unlawful, fraudulent or in connection with a criminal offence or for any purpose other than to utilise the Charging Service to charge a Chargeable Vehicle.

8. SERVICE INTERRUPTIONS

- 8.1 The Charging Service Vendor shall not be responsible for any loss, damages, non-delivery of the Charging Service and/or any other claim if it results from the Chargeable Vehicle not meeting the requirements mentioned in paragraph 7.3 above.
- 8.2 The Charging Service Vendor may interrupt the provision of the Charging Service at any particular Service Station temporarily and without notice, from time to time, for the duration of necessary maintenance and update actions or in order to inspect the power system and electricity balance management, quality of electricity supply or other similar aspects.
- 8.3 It is Your responsibility to check the availability, of the particular Charging Station that You wish to utilise, on the live map as displayed on the Mobile App and/or Website.
- 8.4 The Charging Service Vendor may interrupt the availability of the Website and/or Mobile App temporarily, from time to time, for the duration of necessary maintenance and update actions or other similar aspects.
- 8.5 Should the Charging Service Vendor interrupt the availability of the Website and/or Mobile App, as set out in paragraph 8.4 above, the Charging Service Vendor shall inform You, in advance, as far as reasonably possible, of the reason for the interruption and expected downtime of the Website and/or Mobile App, via electronic means or in any other manner, considered suitable by the Charging Service Vendor.
- 8.6 The Charging Service Vendor shall be entitled to refuse to provide the service and to immediately interrupt the service delivered to You if regulations or court order so require or if it is suspected that the Charging Service is used without permission, or contrary to these Terms and Conditions or that of the Charging Service Agreement or otherwise unlawfully or inappropriately considering the purpose of the Charging Service.

8.7 If the delivery of the Charging Service is interrupted due to a reason caused by You, You, shall not be released from Your payment or other obligations to the Charging Service Vendor.

9. TRANSFERS OF AGREEMENT

9.1 The Pre-Paid Customer may not transfer the Charging Service Agreement to a third party.

9.2 The Charging Service Vendor shall be entitled to transfer the Charging Service Agreement to third party, without amending the Charging Service Agreement, if applicable.

10. DATA PROTECTION

10.1 You consent to the Charging Service Vendor collecting Your Personal Information from You and where lawful and reasonable from public sources for fraud and compliance purposes as well as the purposes set out below.

10.2 You consent to the Charging Service Vendor Processing Your Personal Information:

10.2.1 to provide products and services to You in terms of these Terms and Conditions and any other products and services for which You may apply;

10.2.2 to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve Our business (this includes improving existing and developing new products and services);

10.2.3 in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to Our privacy policies;

10.2.4 by sharing Your Personal Information with Our third-party service providers, locally and outside the country where the products or services are provided. We ask people who provide services to us to agree to Our privacy policies if they need access to any Personal Information to carry out their obligations;

10.3 You will find Our Processing practices and Our privacy statements on the Website or on request.

11. AMENDMENTS TO GENERAL TERMS AND CONDITIONS

The Charging Service Vendor reserves the right to amend these General Terms and Conditions at any time.

12. DISPUTE RESOLUTION

Each party consents, to the jurisdiction of the South Port Magistrate's Court Gold Coast South Port QLD 4215 in respect of any proceedings pursuant to these Terms and Conditions.