

Paua Driver Terms & Conditions

1. General

- 1.1. This document (“Agreement”) together with the [Paua Privacy Policy](#) govern your use of the service operated by Paua (“Service”). Services may include, but are not limited to, Payment Cards (any physical card issued to you by Paua), mobile applications and/or websites (each, an “Application” or abbreviated to “App”) operated by Paua under its own brand, its subsidiaries’ brand or under its or partners’ brand. Paua’s Services enable you to find, charge and pay for electricity to charge your Electric Vehicle (or “EV” as shorthand).
- 1.2. By using Paua’s Services, you indicate that you agree to be bound by all of the terms of this Agreement, and that you accept these Terms and Conditions and the Paua Privacy Policy.
- 1.3. When we say:
 - a. ‘Paua,’ ‘we’, ‘us’ or ‘our’, we mean Paua Tech Limited, trading as Paua, (company number 12145853), with its registered address at 92 Station Road, Clacton on Sea, Essex, England, CO15 1SG;
 - b. ‘you’ or ‘your’, or Driver, we mean you, our customer;

We've set out in these Terms definitions of the capitalised words we use in these Terms.

2. Start date and acceptance of terms

- 2.1. Your agreement starts whenever you use, download, or register for any Service; or when you accept these Terms and Conditions, whichever date is sooner. In doing so, you are expressly requesting that Paua provide you with our Services.
- 2.2. If you object to any of the Terms and Conditions set out herein they should stop using any of the Sites and Services and quit the App and/or Site immediately.
- 2.3. You agree not to use the Sites and Services for illegal purposes and will respect all applicable laws and regulations. You agree not to use Paua in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Sites and Services. You also agree not to compromise the security of the Sites and Services or attempt to gain access to secured areas or sensitive information.
- 2.4. You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by Paua arising from any infringement of the Terms and Conditions set out herein.

3. Variations to the Agreement or Prices

- 3.1. Paua reserves the right to change any part of the Terms and Conditions without notice and use of the Sites and Services will be deemed as acceptance of the Terms and Conditions. Paua advises Users to check the Terms and Conditions at regular intervals. Paua has complete discretion to modify or remove any part of the Sites and Services without warning or liability arising from such action.
- 3.2. We may vary our Tariffs, Subscriptions, and other prices, on the following basis:
 - a. any updated Tariffs, Premium Subscriptions or other prices and new terms will be available on our Applications;
 - b. we will let you know at least one month in advance if we decide to:

1. discontinue your Tariff, Premium Subscription or other prices offered to you;
 - or 2. make any variations to your agreement which are (in our reasonable opinion) likely to be of material detriment to you.
- 3.3. You are free to stop using the Services if we make such variations, but if you carry on using Paua's Services after any variation or change commences, you will be deemed to have accepted the variation.

4. Eligibility and registration

- 4.1. In order to access and use Paua Services you must be an individual in the UK who holds a valid driving licence or is at least 18 years old or a duly organised, validly existing business, organisation or other legal entity in good standing under the laws of the country you are registered and able to enter into legally binding contracts.
- 4.2. By registering to use the Services, you agree to be responsible for your own confidential data such as emails, passwords and usernames that you voluntarily provide to Paua. You accept to notify Paua immediately if you have been made aware of your own data or another user's data being used against their knowledge or will. Paua will not be held liable for any charging event that takes place after a User loses their details unless the User has promptly notified Paua of the loss of User details at which time Paua will take prompt and reasonable action to prevent further use of the account.
- 4.3. Paua reserves the right to terminate your account (at its sole discretion) if it believes that you are not adhering to the Terms of this Agreement or that the account has been used for spam or other malicious purposes.
- 4.4. You can cancel your account anytime by emailing Paua at support@pauatech.com. If you are part of a business this will be discussed with your designated contact person before cancellation.

5. Disclaimers

- 5.1. While every effort has been taken to ensure that all the information provided by Paua is correct, we do not accept any responsibility for the accuracy of information contained within the Services, nor for the consequences of any actions taken or not taken as a result of this information. We shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to be caused, directly or indirectly by the information contained within the Services.
- 5.2. The Services are provided "as is" and "as available." Paua disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, we make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services or any services or goods requested through the use of the Services, or that the Services will be uninterrupted or error-free. We do not guarantee the quality, suitability, safety or ability of third party providers.
- 5.3. In addition, we do not accept any responsibility for any loss, disruption or damage to any computer system that may occur whilst using Paua or accessing linked websites included in the Services.
- 5.4. The information is provided on the understanding that Paua is not engaged in rendering advice and should not be wholly relied upon when making any related decision. The information contained with the Services is provided on an 'as is' basis with no warranties

expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Services.

- 5.5. You agree that the entire risk arising out of your use of the Services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

6. Our services to you

- 6.1. The Services constitute a technology platform that enables users of Paua's payment cards, mobile applications or websites provided as part of the Services to find, charge and pay for EV charging with independent third party providers of such services ("Charge Point Operators", also, "CPOs"). Unless otherwise agreed by Paua in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.
- 6.2. You acknowledge that Paua only processes payments and does not provide or own any EV Charge Points or function as a Charge Point Operator and that all such EV charging services are provided by independent CPOs who are not employed by Paua or any of its affiliates.
- 6.3. The CPOs are fully responsible for ensuring the operation and maintenance of their own Charge Points.
- 6.4. While we do our best to provide you with the best and most accurate information with our Services, CPOs are responsible for providing the most accurate information about their Charge Points.
- 6.5. Any problems or questions that might arise with regards to hardware malfunction, connection issues or other services that lie outside of Paua's Services provided to you under this Agreement, should be targeted at and dealt with by the respective party offering these services (for example: the CPO). Where available CPO contact information will be provided in the Paua App.
- 6.6. The CPO provides access to its Charging Station through the Paua's Services and, by using said hardware, you are automatically agreeing to the respective CPO's Terms and Conditions. These CPO Terms and Conditions are available on their websites.
- 6.7. The availability of Charge Points is subject to change.
- 6.8. Paua processes all payments for its Services, including, but not limited to, refunds, pre-authorisations, direct debits and cancelations. Any disputes arising from payments between you and the CPO when using Paua's Services will first try to be settled through Paua in accordance with Clause 11 - Customer Complaints below..
- 6.9. Where payment is made by a driver directly, rather than via a business, Paua processes all payments through a PCI DSS compliant third-party and does not store any payment card details from you.
- 6.10. We may:
 - a. change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Depending upon the changes that are made, you may have a right to end this agreement; and
 - b. also determine how Services are presented and delivered to your phone, tablet or computer (each, a "Device") or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time;

7. Your use of the services

- 7.1. To use a charging point to charge your EV, you must:
 - a. create an account with Paua;
 - b. either be linked to a registered business or register a valid payment solution as an individual driver (see customer classifications section clause 12, 13, 14 below).
- 7.2. You can start a Charging Session at all Charge Points that are available through the Service using the mobile Application or Payment Card. Commencing a Charging Session at a Charging Station is done through your mobile phone or with your Payment Card. Enabling location services and notifications improves the Paua services and is required for some features. Sometimes this will require access to your Device's camera to scan the respective QR code of the Charging Station.
- 7.3. You must ensure that:
 - a. charging of your EV begins and completes correctly;
 - b. the relevant Charge Point is suitable for the vehicle to be charged;
 - c. you are not using a Charge Point that show error messages or visible defects and/or damages;
 - d. you are complying with all parking restrictions and regulations of the given charging point; and
 - e. where you provide your own cable you must ensure it is safe to use and suitable for the charging that you are conducting.
- 7.4. You may not:
 - a. remove any copyright, trademark or other proprietary notices from any portion of the Services;
 - b. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Paua;
 - c. decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
 - d. link to, mirror or frame any portion of the Services;
 - e. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mine any portion of the Services or unduly burden or hinder the operation and/or functionality of any aspect of the Services; or
 - f. attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.
- 7.5. The Services and all rights therein are and shall remain Paua's property or the property of Paua's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights:
 - a. in or related to the Services except for the limited license granted above; or
 - b. to use or reference in any manner Paua's company names, logos, product and service names, trademarks or service marks or those of Paua's licensors.

8. General driver content

- 8.1. You may submit content, both comments and data, to the Services. Comments include text and images posted on Paua websites and Paua applications and emails; data includes information about location, rating, performance and status relating to electric vehicle charging equipment and networks submitted via forms on the Paua application or provided via other mechanisms such as email or telephone.

- 8.2. While you (or the owner of the content) retain the copyright of the submitted content, by submitting content to Paua, you are granting Paua an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, publish and/or transmit, and to authorise third-parties to use, publish and/or transmit your content in any format and on any platform, currently available or invented in the future.
- 8.3. For all content submitted to Paua, you confirm that you have created that content, or have received permission from, or are authorised by, the owner of any part of the content to submit it to Paua.
- 8.4. While you are invited to submit content to Paua in the form of review forms, general comments, or direct to Paua, Paua prohibits the sharing of any personal information within all Driver comments and contributions. Examples of personal information include names, addresses, emails, phone numbers and vehicle registration marks (VRMs). Please refer to our [Privacy Policy](#) for more information.
- 8.5. As the moderator, Paua reserves the right to remove or modify any posts, or block Drivers, that do not adhere to the following rules.
 - a) Use of Paua website and application as a form of commercial advertising on behalf of commercial organisations. While commercial posts are permitted with prior consent, Paua reserves the right to delete or block commercial content, including any spam, which will be removed without notice;
 - b) There shall be no privileges assigned to members commercial or otherwise; and
 - c) Text or visual material that is obscene, racist, discriminatory or violent or in any way deemed offensive is not permitted. Any material which constitutes harassment, defamation, abuse or is linked to a political or pressure group is also strictly prohibited.
- 8.6. Other than posts by Paua (Admin), all opinions expressed by Drivers should not be considered to represent the views of Paua. Drivers also agree that Paua has no obligation to review or edit any content posted by a Driver on Paua Applications.
- 8.7. Paua has implemented safeguards to protect personal information entering the public domain via Driver contributions submitted on or to Paua in the review forms, general comments, or messages direct to Paua. For example, posts and images are moderated. However the onus is on the Driver to avoid including personal information and Paua reserves the right to remove this material should this occur.
- 8.8. Paua, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish Drivers' content at their sole discretion. Paua may remove Driver content from the Services at any time.
- 8.9. Any use of the Applications in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use Paua's Applications and Services.

9. Responsible use of Charge Points

- 9.1. This clause sets out the responsibilities that you, and any person authorised by you, have to us and any CPO when using Charge Points made available to you by our CPO's.
- 9.2. You are responsible for ensuring that:
 - (a) the vehicle you are charging at a Charge Point is licenced for use on the road by the DVLA;
 - (b) you are using the Charging Station in according to their intended use as governed by the Terms and Conditions of the respective CPO (which may be found on the CPO's website); and

- (c) you are adequately insured including, without limitation, for any damage caused by you to the Charge Points and surrounding location including other connected infrastructure, bays, vehicles, and for injury to and death of persons.
- 9.3. You are only authorised to use the Charge Points identified by the Paua App from time to time.
- 9.4. You must ensure that you park your vehicle in accordance with any signage and any applicable laws, byelaws, regulations, parking rules and policies that apply to the location at which you are charging your vehicle (including time limits on usage).
- 9.5. You must follow all instructions in relation to the use of a Charge Point (which may differ from one Charge Point and/or Charge Point Provider to another, particularly where the service is different).
- 9.6. These rules and policies may differ from one location to another. In particular, you must:
 - (a) correctly park your vehicle within the boundaries of a bay when charging;
 - (b) not incorrectly park your vehicle or park it in a way which impedes use of a neighbouring bay or Charge Point; and
 - (c) not block any bay at any time, except when you are correctly parking to use a Charge Point to charge your vehicle;
 - (d) ensure reasonable behaviours at all times including consideration to fellow drivers; and
 - (e) adhere to any local restrictions on maximum length of stay or you could be subject to penalty overstay fee's.
- 9.7. If you do not disconnect your vehicle from the Charge Point upon the completion of a charge session, causing the Charge Point to not be registered as available, you may be liable to pay an additional overstay fee as determined by the CPO.
- 9.8. You must not park in a location which is intended only for use of a Charge Point unless you are using that Charge Point to charge your vehicle and at the time that you first park, where applicable, any light on the top or indicator on the screen of the Charge Point indicates availability to use.
- 9.9. You must plug in your vehicle and initiate a charge session as soon as possible after first parking at the Charge Point. You are responsible for:
 - (a) paying any access and/or parking charges due to third parties in respect of any Charge Point; or
 - (b) meeting the requirements for exemption from such charges (e.g. by presenting your App, or Card); and
 - (c) the costs of any fines or penalties imposed by the relevant parking enforcement authority and of any charge applied if your vehicle is immobilised, clamped or removed.
- 9.10. You acknowledge and agree that any use of a rapid charge point is at your own risk. Neither we nor the Charge Point Provider will be liable to you for damage to your vehicle resulting from the use of a charge point unless this damage is caused by our negligence and not by the inherent risks of using a charge point.
- 9.11. You are also responsible for ensuring that the charging of your vehicle at a Charge Point is carried out safely so as to avoid injury to any person or damage to property. This includes, but is not limited to, ensuring that you take all reasonable care when charging your vehicle and that:
 - (a) you adhere to any and all local instruction or signage provided by the CPO;

- (b) where connector cables are not available at the Charge Point, you have with you all necessary connector cables to enable your vehicle to be charged at a Charge Point;
 - (c) the connector cable is safe to use and safely plugged into your vehicle and the positioning of the connector cable does not create a tripping hazard to any person;
 - (d) your vehicle is not driven with the connector cable still attached to the Charge Point;
 - (e) the connector cable is not unplugged from your vehicle before the plug is removed from the Charge Point; and
 - (f) once you have finished charging your vehicle, the connector cable is disconnected, placed back in any available socket on the charging unit, and the Charge Point housing is closed.
- 9.12. You agree that you are responsible for any damage caused to a Charge Point or to any other property or for any injury to any person which is caused by your breach (or the breach by any person with you or using a Payment Card or App with your authority (Passenger)) of the Agreement or by your or your Passenger's misuse, lack of care or negligence or failure to comply with any instructions or guidance in relation to a Charge Point.
- 9.13. You must notify the Charge Point Provider immediately of any injury to any person or to any damage and follow any directions they may give you.
- 9.14. You consent to us sharing the relevant following elements of your personal data (name of your company, registered address, company number, designated business contact, company phone number) with our CPO where necessary in connection with damage or injury for which you are responsible. In such circumstances, we and the relevant CPO will be independent data controllers.
- 9.15. If you and your Passengers do not comply with the Agreement then, in addition to our rights to take action against you, we may end your right to access and use the Paua Applications and Services.
- 9.16. You acknowledge that neither we nor our Charge Point Operators:
- (a) guarantee the availability of all Charge Points; and
 - (b) are responsible to you if a Charge Point is unavailable at any particular time as a result of an occurrence outside of our control (such as a third party parking in a bay in breach of the rules and regulations).
- 9.17. Neither we nor our Charge Point Operators will be liable to you or to any Passenger, for any loss of, or damage to personal property whether during or after using a Charge Point, unless such loss or damage is caused by our negligence or if we have failed to use reasonable care and skill.
- 9.18. Paua will not be responsible or liable in case of gross misconduct or misuse leading to damage of Charge Points. Any disputes of such nature will be handled between you and the CPO directly.
- 9.19. Nothing in these terms and conditions shall limit or exclude our liability to you (or the liability of our Charge Point Providers) for death or personal injury caused by negligence or for fraud or for any other liability which cannot be excluded or limited by law.

10. Payment terms

- 10.1. Paua considers you a specific type of customer based on how you choose to pay for our Services. These are:

- (a) customers that use Paua Services as part of a larger commercial fleet or business for commercial purposes, and payment is managed by the designated contact person of the business or the business as a whole and not by an individual (“Business Customers”); or
 - (b) customers that select to pay via direct debit or linked credit card for one of the Paua subscription at the beginning of every month (“Premium Customers”), service not available yet; or
 - (c) customers that pay after every Charging Session for the amount of electricity they consumed in that Charging Session (“Pay As You Go Customers”), service not available yet; or
 - (d) customers that only use free Paua Services and do not have a payment card tied to their account (“Free Customers”), service not available yet.
- 10.2. Based on your customer type, specific terms may additionally apply to you in this Agreement. Please ensure that you have read and understood the entirety of this Agreement to its fullest capacity. Paua provides invoices to you electronically. You may not be directly liable for paying these depending on your customer type (see specific terms below)
- 10.3. All bills, invoices and prices provided to you by Paua are inclusive of applicable VAT rates.
- 10.4. The prices of our Tariffs, Subscriptions and other prices are accessible on our Applications (both website and App on your Device).
- 10.5. It is your responsibility to ensure that the registered payment card is valid and has sufficient funds. In the event that debiting or charging your payment card is not possible, you may not be able to charge your EV and Paua may deactivate your ability to use Paua Services until a new payment card has been added successfully.
- 10.6. Charges paid by you are final and non-refundable, unless otherwise determined by Paua.

11. Customer complaints

- 11.1. All complaints with regards to Paua’s Services should be submitted only to Paua. If you wish to submit a complaint, you shall notify Paua within six months from the payment in question. Depending on whether a complaint is accepted or rejected, Paua will either compensate you for the amount or inform you of the result of the investigation of the complaint and justify our position, respectively.
- 11.2. When making a complaint or requesting a refund contact Paua at support@pauatech.com. You must provide as much detail about the transaction as possible including your Paua username (for registered users), the location, date and time of the charging session. Paua reserves the right to check any relevant details within the Users payment history including any previous refund claims.

12. Terms specific for Business Customers

- 12.1. As a Business Customer, you, an individual employee of, or driver for, a commercial fleet or business are not in control of your Tariffs and/or Subscriptions and other payment-related aspects.
- 12.2. Certain portions of the Paua Services (mostly with regards to payments) will not be accessible to you and will be managed on your behalf by the designated contact person of your business.

- 12.3. You are bound by the same Terms and Conditions set out in this Agreement as other Paua customers. But all matters to do with payments, cancelations, refunds and other payment- and billing-related issues, disputes and queries are handled by your employer as a whole and communication with Paua is done via a designated contact person of your business.
- 12.4. Your designated contact person will also be responsible for terminating your agreement with us. You are able to have a separate contract with us as an alternative Customer Type.

13. Terms specific for Premium Customers.

Service not available yet- coming 2022

14. Terms specific for Pay As You Go Customers

Service not available yet - coming 2022

15. Terminating your contract with us

- 15.1. Cancellation of a fleet or business contract is completed via your designated contact person. Upon cancellation you will lose access to the Paua Services
- 15.2. To cancel a Premium Customer subscription, you can do so directly in the mobile Application. If you cancel your Subscription, the Subscription will not be renewed at the next Payment Date ("Cancellation Date"). You will be able to use your Premium subscription until your Cancellation Date. After the Cancellation Date, you will automatically become a Pay As You Go customer. Auto-renewal can be set up within the Application to avoid cancellation of a Subscription.
- 15.3. If you wish to delete your payment details that are attached to your account, you may do so within the App. If there is no active payment card associated with your account this will automatically terminate any currently active Subscriptions or Tariffs. To re-activate you need to add a valid payment card.
- 15.4. You have the right to cancel the account through the Application. After the cancellation of your account, you will no longer be able to use your account.
- 15.5. The cancellation of your account automatically terminates all benefits associated with this account.
- 15.6. The cancellation has no influence on your obligation to pay any outstanding costs to us that you may have.

16. Intellectual Property

- 16.1. You agree that any trade-marks, trade names, information or other identification and any material either as a document or data belonging to us given to you under this Agreement remains at all times the property of ours.
- 16.2. We own or are the licensee of all intellectual property rights in any materials we provide to you in the performance of our obligations under this Agreement and we grant to

you, a non-exclusive, royalty free, non-transferable, sublicensable, fully paid up, licence to use the intellectual property rights to the extent required to receive the Services.

16.3. You shall acquire no rights in or to the Services other than those expressly granted by this Agreement.

16.4. You specifically acknowledge our exclusive rights to ownership in any copy, modification, translation, enhancement, adaptation, or derivation of the Services and any intellectual property rights contained therein.

16.5. You will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Services, except only when and to the limited extent that applicable law expressly permits such activity, irrespective of the limitations contained herein.

17. Liability

17.1. Paua shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Services, even if Paua has been advised of the possibility of such damages.

17.2. Paua shall not be liable for any damages, liability or losses arising out of:

- (a) your use of or reliance on the Services or your inability to access or use the Services; or
- (b) any transaction or relationship between you and any CPO, even if Paua has been advised of the possibility of such damages.

17.3. Paua shall not be liable for delay or failure in performance resulting from causes beyond Paua's reasonable control.

17.4. Our total liability to you, howsoever arising including in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of the fees paid by you to us in any 12 month period preceding a claim being made.

17.5. Our Services may be used by you to find, charge and pay for EV charging with CPOs, but you agree that Paua has no responsibility or liability to you related to any finding of, charging at and paying for EV charging with CPOs other than as expressly set forth in these terms.

17.6. Nothing in these Terms is intended to exclude or limit in any way our liability for::

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;

and breach of the terms of the Supply of Goods and Services Act 1982.

18. Indemnity

18.1. You agree to indemnify and hold Paua and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

- (a) your use of the Services or services or goods obtained through your use of the Services;
- (b) your breach or violation of any of these Terms;
- (c) Paua's use of your User Content; or

(d) your violation of the rights of any third party, including third party providers.

19. Force Majeure

- 19.1. We shall not be liable for any failure of or delay in performing our obligations where such failure of delay results from any cause that is beyond the reasonable control of Us (“Force Majeure”). Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a Government of public authority, including without limitation imposing an export or import restriction, quote or prohibition or any other event that is beyond the control of Us.
- 19.2. If a Force Majeure event occurs, We will notify You as soon as reasonably possible and pause any relevant Services.
- 19.3. Once the Force Majeure event is over, We will notify You and re-start the Services. If any subscription Services were paused, We shall extend the length of the Subscription by the length of time of the Force Majeure event.

20. Your Information

- 20.1. We are the data controller of Your Information collected through your use of the Services for the purpose of UK data protection law. We'll only use Your Information in accordance with this notice, applicable UK data protection and privacy laws and our Privacy Policy, which can be found on our website.
- 20.2. In order to supply you with Services under this Agreement, we may process Your Information. By “Your Information” we mean personally identifiable information:
 - (a) that you give us or that we obtain about you as a result of any application or registration for, and use of, Services. It may include your name, current and previous address(es), date of birth, phone and fax numbers, gender, email address, employment, employer and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to us, and may include information from other countries; and
 - (b) acquired and processed about your use of Services while you are a customer of Paua, including location data, your charging data, your car details, your license plate number and your account information, including charging history.
- 20.3. Paua will always process Your Information fairly and lawfully in accordance with your rights. We will not process your Information without your consent or where we have another legitimate reason for doing so. The processing of Your Information will always be necessary to provide our Services and will not unduly infringe your privacy.
- 20.4. In accordance with legal requirements, we may have to disclose Your Information to a governmental, regulatory or similar body in regards to your use of the Services. If allowed to do so, we shall notify of such disclosure as soon as reasonably possible.
- 20.5. It may be necessary to share Your Information with third parties, for example CPOs, in order to process Your Information and comply with our obligations to said third parties.
- 20.6. Paua will ensure that any of Your Information that we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. You may also ask that we correct Your Information relating to you that is inaccurate or request what information we store on you by sending us an email at support@pauatech.com

- 20.7. As GDPR has additional safeguards for the protection of children’s personal data, Paua does not knowingly collect any personal information from children under the age of 13 and children under 13 are not permitted to register for an account on any of Paua Sites or Services.

21. Severance

- 21.1. If any provision of the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

22. Notices

- 22.1. All notices sent by you to us must be sent in writing, either to support@pauatech.com or to our registered office address which can be located on our website. We will either sent you notices by email to the email provided by you to us or to your registered address on your account.

23. Assignment

- 23.1. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent.
- 23.2. We can transfer all or any of our rights and obligations under these Terms to another organisation, as long as your rights are not affected and we provide you with four weeks notice of such transfer.

24. Waiver

- 24.1. Failure by Us at any time to enforce any breach of this Agreement shall not be construed as a waiver of Our rights to enforce that breach at any time.
- 24.2. A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

25. Governing Law

- 25.1. These Terms and Conditions are governed by the laws of England and Wales and both you and us submit to the exclusive jurisdiction of the English courts.
- 25.2. If any of these Terms are rendered invalid, unlawful or unenforceable by a court or other competent authority, the invalid term will be removed and you will remain bound by the Terms that are valid to the fullest extent permitted by law.