

# Paua Services Terms and Conditions

## 1. Introduction

- 1.1. Thank you for your interest in Paua. This agreement for services is entered into by and between Paua Tech Limited (“Paua” or “Us”) and the entity placing an order for or accessing the Service (“you”).
- 1.2. We offer a membership scheme for businesses to access and pay for multiple electric vehicle charging points aggregated into one account by means of a mobile application (“App”) and/or a card.
- 1.3. The terms and conditions set out or referred to below (“Terms”) apply to the services provided now and in the future for use in the United Kingdom, including the provision of access to use charging points on the Paua network for the purpose of, inter alia, charging an electric vehicle (“Services”). Before using the Services, you should read the Terms carefully. They contain important information about the steps you must take to keep your account secure, restrictions on using the Services, how we or you can end the Services and our limitations on our liability to you. If you do not agree to these Terms, you must not use the Services.
- 1.4. By accepting the Terms, You are also accepting the privacy policy available at [www.pauatech.com](http://www.pauatech.com)
- 1.5. The nominated contact person at your company, the “Fleet Manager or Fleet Managers” is responsible for reviewing, agreeing and remaining compliant with these terms.
- 1.6. Fleet Managers are responsible for authorising drivers (“Driver” or “Drivers”). Drivers and Fleet Managers are the only user types that may access or use the Services. You are responsible for the Driver and Fleet Manager’s compliance with these Terms.
- 1.7. You will also ensure that all Drivers in your account will abide by the Driver Terms and Conditions published at [www.pauatech.com](http://www.pauatech.com) and updated from time to time.
- 1.8. If you have any questions about the Terms, or wish to notify us of any of the matters referred to in these Terms, please contact Paua support by email on [support@pauatech.com](mailto:support@pauatech.com)
- 1.9. Use of the Services is subject to our approval, at our discretion, and may only be available to eligible customers.
- 1.10. We plan to expand on the Services that we can offer to you and we will notify you of new functionality once it becomes available and explain to you how to use it from time to time.
- 1.11. As detailed below, the Terms incorporate our Privacy Notice and updates made to the Terms in the future.

## 2. Setting up and using your account

- 2.1. To set up an account to use the Paua Services (Account), you must sign-up to one of our pricing offers (“Packages” or “Package”) on our website ([www.pauatech.com](http://www.pauatech.com)).
- 2.2. We will use the details provided during sign-up to set up your Account. We will ask you for:

- 2.2.1. Your company name and address;
- 2.2.2. The name, role, landline, mobile phone number and email address of the nominated contact person at your company, the Fleet Manager; and
- 2.2.3. The quantity of access RFID cards (“Cards”) required for your Account.
- 2.3. Your Account must be set up for a minimum quantity of two (2) authorised Drivers. We are unable to open an Account for fewer than this minimum quantity of Drivers.
- 2.4. If the information you provide us is complete in all respects, your Account will be set up within 3 – 5 working days of the registration form being received by us. Paua reserves the right not to set you up as an account without cause or notice.
- 2.5. If you are unable to update any information on your self-service online Account, the Fleet Manager must email support@pauatech.com to notify us of the requested change.
- 2.6. Our online Account allows the Fleet Manager to invite other users to administer the Account as well as register new Drivers. Fleet Managers are responsible for ensuring that use of the Services by Drivers is only for authorised employee’s or contractors. If the Fleet Manager on an Account needs to be changed, the Fleet Manager must email support@pauatech.com to notify us of the change
- 2.7. You or the Fleet Manager must ensure that all information that you provide when you create an Account is accurate, up to date and not misleading.

### 3. Paua Services to Business

- 3.1. Card and App setup
  - 3.1.1. Once your Account has been set up and you have invited Drivers authorised to access the Services under your Account;
    - 3.1.1.1. The Drivers will be sent an email to their registered email address provided by the Fleet Manager enabling them to download and initiate their Paua App. All passwords will require changing upon first use for security reasons.
    - 3.1.1.2. the Paua Cards will be sent to the company address. All Cards are sent by post, which can take up to 5 working days to deliver. We cover these costs. For security your cards will not be active when they arrive and you will need to activate them upon arrival.
    - 3.1.1.3. Once activated, each Card should be assigned to a specific Driver and vehicle. The Driver’s name and the vehicle’s registration number, can be recorded in the Fleet Manager’s Account or via the Driver’s App.
  - 3.1.2. You must ensure that all Drivers understand that they are bound by the Driver Terms & Conditions for the Paua Services and network as set out at <https://www.pauatech.com/> and updated from time to time.
  - 3.1.3. The Fleet Manager can add or cancel Drivers, App access and / or Cards directly from the Account or by emailing support@pauatech.com.
    - 3.1.3.1. We reserve the right to reject a request for an additional Driver / Card made pursuant to this clause, if your Account has outstanding dues or you reach a nominal cap of twenty (20) Drivers or more.
    - 3.1.3.2. Additional Drivers will be charged in accordance with the Package you sign-up to at [www.pauatech.com](http://www.pauatech.com). Or as notified to you via an Enterprise package.

- 3.1.4. If the Fleet Manager cancels a Driver using the Paua fleet manager dashboard, the Card and App will be cancelled immediately but if the cancellation request is made via email, the driver or fleet manager account will be cancelled within 3 business days. No refund on subscriptions for the month or on Paua service fees will be paid.
  - 3.1.5. At all times, we require an Account to have a minimum of 2 active Drivers registered to it. If your Account only has 1 driver, you will still be billed for a 2-driver subscription. This only applies if your Package includes a per driver subscription.
  - 3.1.6. Replacement Cards, including for lost or stolen Cards, can be ordered from the Account or by contacting our team by email on support@pauatech.com. You will be charged for each replacement Card in accordance with your pricing schedule on your registration form. Any amounts due for replacement Cards will be added to your next monthly invoice. If your Card is faulty, you can send it back to us for testing. We will replace faulty cards free of charge provided that the fault has not been caused by damage or wear and tear for which we are not responsible. You will have to cover the cost of postage if you send a Card back to us to be tested.
  - 3.1.7. If an App's credentials are believed to have been compromised, lost, or stolen, or a device hosting the App is lost or stolen, or if a Card is lost or stolen, it is the Fleet Manager's responsibility to ensure this App and / or Card is cancelled as soon as possible through the Fleet Managers online Account or by contacting our membership team by email on support@pauatech.com. Paua will not be liable for any costs incurred on an Account by an unauthorised user as a result of the card being lost or stolen or where cancellation by the Fleet Manager cannot be clearly evidenced.
- 3.2. Payment
- 3.2.1. The Paua App and / or Cards ensure that usage of any charging points by the Driver is linked to your Account.
  - 3.2.2. Paua offer different Packages. These are either based on a subscription fees or a transaction fee. The latest Package prices are available at [www.pauatech.com](http://www.pauatech.com). On occasion we will arrange specific terms with Enterprise customers. Enterprise customer terms will be notified to you separately. All Package terms are subject to change by Paua. If your current Package is affected, Paua will notify you of the changes with 7-day prior notice to you.
  - 3.2.3. Package prices do not include the cost of Charging Sessions at our network partners. This cost will be charged to you separately in arrears at the end of the month. The latest network prices are available at [www.pauatech.com](http://www.pauatech.com).
  - 3.2.4. If your Package includes a subscription for Drivers it, will be billed in advance at the start of a month for the month following based on the number of active Drivers at the start of that month.
  - 3.2.5. Packages based on Transaction fee's will be billed on the same interval as Charging Sessions.
  - 3.2.6. Invoices will be sent to the Fleet Manager's email address.
  - 3.2.7. Paua reserves the right to invoice you weekly should your pending charging and transaction costs rise beyond £500/month.

- 3.2.8. Unless otherwise specified, each subscription term, if applicable to you based on your Package, will renew for successive 1-month periods, unless either party gives the other party notice termination under Clause 7.
  - 3.2.9. Payment for the total of the invoice amount is due within 7 days of the issue date (unless the invoice indicates otherwise as may be the case for Enterprise customers).
  - 3.2.10. Invoices are to be paid by Direct Debit or as agreed separately in the case of Enterprise customers. Paua will never store the details of your Direct Debit. If you add details of your Direct Debit to your Account, such details are collected, stored and processed by a third-party company which is authorised by the Financial Conduct Authority.
  - 3.2.11. If, a Direct Debit is unsuccessful:
    - 3.2.11.1. We (through our payment services provider) will send a notification informing you of this to the email address of the Fleet Manager;
    - 3.2.11.2. Not less than 72 hours after the email notification, we will re-attempt a Direct Debit of the outstanding sum;
    - 3.2.11.3. If the Direct Debit is unsuccessful again, we will re-attempt Direct Debit one last time preceded by a 72-hour notice as set out in 3.2.11.1 and 3.2.11.2 above.
    - 3.2.11.4. Late payment fees will be charged at 8% (over the Bank of England base rate) of the outstanding invoice, calculated monthly from the first day that payments are overdue. The minimum late fee is £50. Late payment is triggered as soon as a Direct Debit fails the first attempt.
    - 3.2.11.5. We also apply an additional administration fee for late payments of £50 per event.
  - 3.2.12. If, after following the steps set out in clause 3.2.11 above, we are unable to recover the outstanding sum, we reserve the right to cancel your Paua Account with immediate effect and refer your case to a third-party debt collection agency. Unpaid invoices will be treated similarly for Enterprise customers.
  - 3.2.13. In exceptional circumstances, we may allow payment for invoices by purchase order. This needs to be approved by Paua.
- 3.3. Using the Paua Services and network
- 3.3.1. By being a member of Paua Services, your Drivers will have access to charge your plug-in electric vehicles on all public charging points registered to the Paua network. You acknowledge that Paua Services support the access to and payment for electric vehicle charging and that
    - 3.3.1.1. Paua does not own or operate EV charging stations or function as a chargepoint operator,
    - 3.3.1.2. EV charging services are provided by independent charge point operators who are not employed by Paua or any of its affiliates.
    - 3.3.1.3. Chargepoint operators are responsible for operation and maintenance of their charging stations
    - 3.3.1.4. Issues pertaining to hardware malfunction or connection issues or other services that lie outside of Paua's Services should be dealt with by the respective parties offering these services.

- 3.3.2. Paua does not guarantee the performance nor continuous availability of charging points on the Paua network. Although problems are rare, like all public services, from time to time they do happen. Service from charging points on the Paua network can be interrupted for a number of reasons including cellular telecommunications issues, grid connection and other electrical issues as well as other matters that are not within Paua's control.
- 3.3.3. You agree that your Drivers will use all charging points safely and with reasonable care and skill in accordance with the Driver Terms & Conditions (published on our website at [www.Pauatech.com](http://www.Pauatech.com)).
- 3.3.4. Some chargepoint operators charge an overstay fee. Please check local signage for this information. Paua may be required to recover these fees on their behalf. We will always seek to inform you of this where we have this information.
- 3.3.5. At all times Paua will use its best endeavours to provide the Services accurately and without interruption.

## 4. Paua app terms of use

- 4.1. Any authorised Driver can use the live map and data in the Paua app, to locate a charging point, check the status and check the tariffs for individual charging points.
- 4.2. The map uses the location services provided by the mobile device's native operating system for the purposes of helping to locate a charging point site. To get best use of the map, the Driver should consent to Paua and/or the third-party service provider, who is providing the location and map services embedded in the Apps, accessing information about their current location by enabling location services through the permission system used by their computer or mobile device's native operating system.
- 4.3. Whilst Paua strives to provide the most accurate information possible through the map, we cannot guarantee the accuracy of the information provided as it can be affected by telecommunications issues, grid faults or other matters that are not within Paua's control. The map displays information about each charging point that is received on an intermittent basis by cellular communications provided by a third party. Neither Paua nor any third-party service provider guarantees that the information displayed through the map is correct or up to date.
- 4.4. You will ensure that your Drivers will not use the Apps and websites while they are driving.

## 5. Personal information

- 5.1. Our Privacy Notice sets out the ways in which we will collect, store and process data (including for marketing purposes) relating to your and your Drivers' use of the Paua services and covers your rights to access and request correction of any of your or your Drivers' personal information that we hold. Please read the Privacy Notice carefully which can be found at <https://www.pauatech.com/>

## 6. Intellectual property

- 6.1. Paua owns or has obtained a valid licence to use all copyright, trademarks and other intellectual property rights in connection with Paua and the provision of the

Services. All rights of ownership over and in respect of Paua and our Services, will remain solely with Paua and/or its licensors (as the case may be).

## 7. Cancellation

- 7.1. In order to cancel your Account, the Fleet Manager must contact Paua by email to support@pauatech.com, you will be charged until the end of the relevant month, and will be expected to pay all outstanding costs before closing your Account.
- 7.2. Your account will be closed within 5 business of notification to us. During this period, you will be liable for all costs incurred in the account.
- 7.3. Upon cancellation of your Paua Account, you will be liable for any unpaid Subscription Fees and unpaid charging sessions until (and including) the date of termination.
- 7.4. In order to recover any amounts outstanding upon cancellation of your Paua Account, we will undertake the following steps as necessary:
  - 7.4.1. Attempt to debit the outstanding sum via Direct Debit;
  - 7.4.2. If the Direct Debit is unsuccessful, we will follow the steps defined in 3.2.11.
- 7.5. If, after following the steps set out in clause 7.4 above, we are unable to recover the outstanding sum, Paua reserves the right to refer the debt to a third-party debt collection agency. Unpaid invoices will be treated similarly for Enterprise customers.
- 7.6. Upon cancellation of your Paua Account, Paua may retain some information to comply with its legal and financial obligations in accordance with our Privacy Notice.
- 7.7. Paua reserves the right to suspend or immediately cancel your Account, access to the Paua network and any of the Services with or without cause or notice, at any time.
- 7.8. Where Paua suspends or cancels your Account as a result of you breaching these Terms, you will not be permitted to create a new account to circumvent the suspension or cancellation.
- 7.9. From the date of suspension or cancellation of your Account, you shall not be able to access the Paua services for the purposes of charging your electric vehicle.
- 7.10. If your Fleet Manager cancels, or Paua cancels, your Account, your Driver Apps and Cards will cease to be active.
- 7.11. All provisions of the Terms that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, indemnities and limitations of liability.

## 8. Liability

- 8.1. Paua is providing the Services to you 'as is' and you and your Drivers are using the Services at your own risk. To the extent permitted by law, all warranties and conditions whether express, implied or statutory with respect to the Services are excluded.
- 8.2. Paua shall not be held liable for any consequential loss or damage, including, without limitation, loss of profits, loss of income and loss of turnover, arising from or relating to the performance of its obligations with respect to the Services.

- 8.3. To the extent permitted by law, in no event will Paua, nor its directors, employees, contractors, agents, partners or any other party involved in creating, producing or delivering the Services, be liable under contract, tort (including negligence) or otherwise under or in connection with these Terms and/or your or your Drivers' use of or inability to use the Paua network or any of the Services. This applies, without limitation, to any loss or damage which you or your Drivers, may suffer as a result of or in connection with:
  - 8.3.1. any failure or defect of, or damage caused by, any charging point on the Paua network;
  - 8.3.2. any changes to the number or locations of charging points on the Paua network;
  - 8.3.3. third party damage to charging points, vehicles or any other third-party property;
  - 8.3.4. unauthorised use or misuse of your Account or any Cards for any reason where Paua has not received written notice of deletion in accordance with clause 3.1;
  - 8.3.5. unauthorised access to your Account or any information provided using your details, including payment information;
  - 8.3.6. any third party software and services embedded in the apps and/or websites, including payment services;
  - 8.3.7. any bugs, viruses, trojans or the like (regardless of the source of origination);
  - 8.3.8. the actions or inactions of other apps and/or website users; and
  - 8.3.9. suspension or loss of access to the apps and/or websites or any functionality.
- 8.4. Nothing in these Terms shall limit or exclude Paua's liability for death or personal injury caused by Paua's negligence or for fraud or fraudulent misrepresentation.
- 8.5. You will be responsible to Paua for any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Paua by any other person as a result of your or your Drivers' use of the Paua services and/or network and/or any unauthorised access to your Account in breach of these Terms.
- 8.6. In no event will Paua be liable to the Fleet Manager for a sum in excess of the fees paid in the previous 12 months.

## 9. Changes to these terms

- 9.1. Subject to the remainder of this clause, Paua may amend these Terms from time to time by publishing an updated version on the Paua website. Please check the terms published on the Paua website periodically for changes. Your continued use of Paua Services following publication of updated Terms confirms your acceptance of the updated Terms.
- 9.2. The changes Paua can make to these Terms, without your authorisation, are limited to changes:
  - 9.2.1. that are generally beneficial to, or do not have any adverse impact on, users of the Services; and/or
  - 9.2.2. that are required to reflect changes to applicable law.
- 9.3. Paua will notify you via an email to your Fleet Manager if any updates to the Terms are not covered by clause 9.2 above. Your continued use of your Paua Account after such email notification confirms your acceptance of the updated Terms.

## 10. General

- 10.1. You must comply and ensure that your Drivers comply with any additional terms and conditions, or instructions from Paua, brought to your attention on the Paua website, or when you are setting up your Account or by email.
- 10.2. You agree that:
  - 10.2.1. you will not assign or otherwise transfer your Account;
  - 10.2.2. your Drivers will not use the Paua Services and/or network for any unlawful purpose, in any way that interrupts, impairs, damages the Paua Services and/or network or renders it less efficient, or to transfer files that contain viruses, trojans or other harmful programmes, to access or attempt to access the accounts of other Paua account holders or to penetrate or attempt to penetrate any security measures;
  - 10.2.3. neither you or your Drivers will do anything Paua reasonably considers to be disreputable or capable of damaging its reputation, the Paua network, or the Services; and
  - 10.2.4. you will comply and ensure your Drivers comply with all applicable laws.
- 10.3. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or removed to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. The failure of Paua to exercise any right shall not be deemed a waiver of that right or any other rights that Paua may have.
- 10.4. These Terms are governed by and shall be construed in accordance with English law. You can bring legal proceedings in relation to these Terms in the English courts.
- 10.5. These Terms were last updated on 15<sup>th</sup> December 2021.