

Paua Driver Terms & Conditions

1. General

- 1.1. These Terms & Conditions together with the Paua Privacy Policy govern your use of the service operated by Paua ("Service"). Services may include, but are not limited to, Cards (any physical card issued to you by Paua or one of its partners), 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 its 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 & Conditions and that you accept the Paua Privacy Policy. The Privacy Policy can be found on our website at www.puatech.com
- 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 Driver customer, or anyone who uses the Services directly from Paua or via one of our Partners. Paua provides Services using a number of Partner brands ("Partner Services"). These Partner Services are subject to these same Driver Terms & Conditions.

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 you must stop using the Services.
- 2.3. You agree not to use the Services for illegal purposes and will respect all applicable laws and regulations. You agree not to use the Services in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Services. You also agree not to compromise the security of the 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. Our services to you

- 3.1. Paua is providing access to the Paua Services for Drivers of electric vehicles (“EV” which is a 100% electrically operated vehicle or a plug-in hybrid vehicle). Unless otherwise agreed by Paua in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.
- 3.2. You acknowledge that Paua only provides access to the Services and charges fees for this and does not provide or own any EV “Charge Points” (the piece of hardware that allows electricity to be transferred into the battery of an EV) or function as a Charge Point Operator (“CPO” who operates and manages a network of EV Charge Points open to the public) and that all such EV charging services are provided by independent CPOs who are not employed by Paua or any of its affiliates.
- 3.3. The CPOs are fully responsible for ensuring the operation and maintenance of their own Charge Points.
- 3.4. 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 these Terms & Conditions, 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.
- 3.5. 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.
- 3.6. The availability of Charge Points is subject to change.
- 3.7. 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.
- 3.8. If you are accessing Partner Services, discuss payment disputes directly with Paua in the first instance.
- 3.9. 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 these Terms & Conditions; 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;
- 3.10. Paua may without liability or prejudice to its other rights and without prior notice to You, cease providing the Services or parts of the Services to You, or suspend or terminate Your use of the Services. .
- 3.11. Paua Services are for informational purposes only and do not constitute, and should not be construed as a solicitation or offering of any transaction or professional service.

4. Your use of the services & responsible use of Charge Points

- 4.1. You can start a Charging Session at all Charge Points that are available through the Paua Service via different means. These include using a mobile Application or Card or other Partner Services. 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.
- 4.2. This clause sets out the responsibilities that the Driver, and any person authorised by the Driver, have to Paua and any CPO when using Charge Points made available to the Driver by CPO's.
- 4.3. Drivers agree not to use the Services for illegal purposes and will respect all applicable laws and regulations. Drivers agree not to use the Services in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Services. Drivers also agree not to compromise the security of the Services or attempt to gain access to secured areas or sensitive information.
- 4.4. Drivers are only authorised to use the Charge Points identified via the Apps.
- 4.5. To ensure you receive optimal performance, you should use the Paua Services on a hardware and software system that matches or exceeds the highest specifications recommended by Paua in the relevant app store. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware.
- 4.6. This clause sets out the responsibilities that the Driver, and any person authorised by the Driver, have to Paua and any CPO when using Charge Points made available to the Driver by CPO's. The Drivers must ensure:
 - 4.6.1. Correct parking of vehicles within the boundaries of a bay when charging;
 - 4.6.2. Reasonable behaviours at all times including consideration to fellow drivers;
 - 4.6.3. Charging of vehicles begins and completes correctly;
 - 4.6.4. the relevant Charge Point is suitable for the vehicle to be charged;
 - 4.6.5. Drivers are not using a Charge Point that shows error messages or visible defects and/or damages;
 - 4.6.6. Drivers are complying with all parking restrictions, local signage, byelaws, policies and regulations of the given charging point (including time limits on usage) paying any access and/or parking charges due to third parties in respect of any Charge Point and meeting the requirements for parking charge exemption (e.g. by presenting the App, or Card);

- 4.6.7. Where Drivers provide their own cable Drivers must ensure it is safe to use and suitable for the charging that Drivers are conducting and safely plugged into the Driver's vehicle and that the positioning of the connector cable does not create a tripping hazard to any person;
 - 4.6.8. The vehicle that You are using to charge at a Charge Point is licenced for use on the road by the DVLA;
 - 4.6.9. Drivers are using the Charging Station according to its intended use as governed by the Terms and Conditions of the respective CPO (which may be found on the CPO's website)
 - 4.6.10. All instructions in relation to the use of a Charge Point are followed (which may differ from one Charge Point and/or Charge Point Provider to another, particularly where the service is different);
 - 4.6.11. Drivers are adequately insured including, without limitation, for any damage caused by Drivers to the Charge Points and surrounding location including other connected infrastructure, bays, vehicles, and for injury to and death of persons.
 - 4.6.12. Driver's vehicles are not driven with the connector cable still attached to the Charge Point;
 - 4.6.13. Once Drivers have finished charging, the connector cable is disconnected, placed back in any available socket on the charging unit, and the Charge Point housing is closed;
 - 4.6.14. That vehicles are disconnected from the Charge Point upon the completion of a charge session, as failure to do this may cause the Charge Point to not be registered as available, and the Driver may be liable to pay an additional overstay fee as determined by the CPO;
 - 4.6.15. Drivers pay the costs of any fines or penalties imposed by the relevant parking enforcement authority and of any charge applied if a Drivers vehicle is immobilised, clamped or removed;
 - 4.6.16. Drivers agree to be 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 a Driver's breach (or the breach by any person with the Driver or using a Card or App with the Drivers authority (Passenger)) of these Terms & Conditions or by a Driver's Passenger's misuse, lack of care or negligence or failure to comply with any instructions or guidance in relation to a Charge Point; and
 - 4.6.17. Drivers 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.
- 4.7. Drivers and Users may not:

- 4.7.1. Remove any copyright, trademark or other proprietary notices from any portion of the Services;
- 4.7.2. Park in a location which is intended only for use of a Charge Point unless Drivers are using that Charge Point to charge a Drivers vehicle and at the time that Drivers first park, where applicable, any light on the top or indicator on the screen of the Charge Point indicates availability to use.
- 4.7.3. Incorrectly park a Drivers vehicle or park it in a way which impedes use of a neighbouring bay or Charge Point; and
- 4.7.4. Block any bay at any time, except when Drivers are correctly parking to use a Charge Point to charge a Drivers vehicle;
- 4.7.5. 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;
- 4.7.6. Decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- 4.7.7. Link to, mirror or frame any portion of the Services;
- 4.7.8. 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
- 4.7.9. Attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.
- 4.8. Drivers acknowledge and agree that any use of a rapid Charge Point is at their own risk. Neither Paua nor the Charge Point Provider will be liable to Drivers for damage to a Drivers vehicle resulting from the use of a Charge Point unless this damage is caused by Paua's negligence and not by the inherent risks of using a Charge Point.
- 4.9. You are responsible for all activity undertaken on your account and you must not share log in details and passwords with third parties. You must also inform Paua immediately if there has been any unauthorised usage of your account or breach of security. Paua is not liable for any loss or damage suffered as a result of any such unauthorised use.
- 4.10. 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 the Driver and the CPO directly.
- 4.11. You consent to us sharing the relevant elements of your personal data where applicable (including but not limited to name of your company, registered address, company number, designated business contact, company phone number, your phone

number, your vehicle details) 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. For more information on how we use your personal data, please review our Privacy Policy.

- 4.12. If you and your Passengers do not comply with the Terms & Conditions we may, in addition to our rights to take action against you, end your right to access and use the Paua Applications and Services.

5. Payment terms and customer types

- 5.1. 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 pay via credit or debit card or via direct debit after every Charging Session for the amount of electricity they consumed in that Charging Session ("**Pay As You Go Customers**"); or
 - (c) customers that only use free Paua Services and do not have a payment card tied to their account ("**Free Customers**").
- 5.2. Based on your customer type, specific terms may additionally apply to you in these Terms & Conditions. 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)
- 5.3. All bills, invoices and prices provided to you by Paua are inclusive of applicable VAT rates.
- 5.4. The prices of our Tariffs, Subscriptions and other prices are accessible on our Applications (both website and App on your Device).
- 5.5. On occasion Paua's Services may be provided under a third party brand (Partner Services). Your customer type will still be defined as identified above in clause 5.1.
- 5.6. Terms specific to Business Customers
- 5.6.1. 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.

5.6.2. 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.

5.6.3. 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, cancellations, 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.

5.6.4. 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.

5.6.5. Payment will be Governed by your Business' agreement with Paua.

5.7. Terms specific to Pay As You Go customers

5.7.1. As a Pay As You Go Customer, you pay for the electricity that you use as you consume it with your linked payment card. This means that we take immediate payment after each Charging Session. On occasion we may aggregate payments together and take them less frequently (e.g. once a week).

5.7.2. Before commencing a Charging Session, we may pre-authorise an amount on your payment card. This pre-authorisation amount will be replaced by the actual charge amount upon completion of the Charging Session and your pre-authorisation amount will be cancelled. Pre-authorisation may vary between networks.

5.7.3. Should your linked payment card have insufficient funds available and a payment fails you will be unable to initiate further charging until a valid payment card is selected or added. At this time any outstanding funds will also be taken.

5.8. Terms specific to Partner Services

5.8.1. A Partner Service will always be clearly identifiable with the branding used visibly on mobile app, RFID card or other services offered.

5.8.2. You consent to us sharing the relevant elements of your personal data where applicable (including but not limited to your name, address, contact details including email and phone number and your vehicle details) with our Partners. We and the relevant Partner will be independent data controllers. For more information on how we use your personal data, please review our Privacy Policy available on our website.

5.9. Terms specific to Free Customers

5.9.1. Customers who do not provide a payment card will be treated as "Free Customers".

5.10. Free Customers will be unable to initiate a charging session until a valid payment card is added or selected or their business has signed an agreement with Paua.

6. Customer complaints

- 6.1. 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.
- 6.2. 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 Driver name (for registered Drivers), your card number (where applicable), your business or partner name (where applicable), the location, date and time of the charging session. Paua reserves the right to check any relevant details within the Drivers' payment history including any previous refund claims.

7. Terminating your contract with us

- 7.1. Cancellation of a fleet or business contract is completed via your designated contact person. Upon cancellation you will lose access to the Paua Services. You may be able to sign up as an alternative customer type.
- 7.2. 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 your relationship as a Pay As You Go customer but you may remain as a Free Customer. To re-activate you need to add a valid payment card.
- 7.3. 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.
- 7.4. The cancellation of your account automatically terminates all benefits associated with this account.
- 7.5. The cancellation has no influence on your obligation to pay any outstanding costs to us that you may have.

8. Variations to the Terms & Conditions or Prices

- 8.1. Paua reserves the right to change any part of the Terms and Conditions without notice and use of the Services will be deemed as acceptance of the Terms and Conditions. Paua advises you to check the Terms and Conditions at regular intervals. Paua has complete discretion to modify or remove any part of the Services without warning or liability arising from such action.

- 8.2. We may vary our Tariffs, Subscriptions, and other prices. Any updated Tariffs, Subscriptions or other prices and new terms will be available on our Applications.
- 8.3. 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.

9. Liability & Exclusions

- 9.1. Your statutory rights are not affected by these Terms & Conditions.
- 9.2. 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.
- 9.3. Paua cannot guarantee that the systems used to process a sale at a CPO will always operate error free or that Paua's Services will always be accepted at all Charge Points Paua identified to you. Paua does not accept any liability for any loss, damage, fines or expenses suffered by the you by reason of the failure of Paua Services to process any sale transaction or in the event that the Services are not accepted at a CPO whether arising from breach of contract, tort (including without limitation, negligence), statutory duty or otherwise.
- 9.4. While every effort has been taken to ensure that all the information provided by Paua is correct 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, Paua makes 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. Paua do not guarantee the quality, suitability, safety or ability of third party providers. 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.
- 9.5. In no event shall Paua be liable to you
 - 9.5.1. for a sum in excess of the total amount of the fees paid by you to us in any 12 month period preceding a claim being made; or
 - 9.5.2. for any of the following losses suffered by you (howsoever caused and whether direct or indirect): loss of profits, loss of revenue, loss of savings (anticipated or actual), loss of contract, loss of data, loss of goodwill or loss of reputation; or
 - 9.5.3. for any indirect or consequential loss or damage suffered by you.

- 9.6. In addition, Paua does not accept any responsibility for any loss, disruption or damage to any computer system that may occur whilst using the Services or accessing linked websites included in the Services.
- 9.7. Paua will use reasonable commercial precautions to prevent any person acting by or through Paua from introducing any virus into the Software but we cannot and do not guarantee that this will not occur.
- 9.8. 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.
- 9.9. Paua shall not be liable for delay or failure in performance resulting from causes beyond Paua's reasonable control.
- 9.10. If the Paua Service is used in conjunction with any other third party service or offering, Paua does not endorse, is not liable for and makes no representations as to any such service and the use of such service is not covered by these terms.
- 9.11. 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.
- 9.12. Nothing in these Terms & Conditions shall operate to reduce Paua's liability for death or personal injury caused by Paua's negligence or for fraudulent misrepresentation by Paua, nor any other liability that Paua owe that cannot be limited by law.

10. General driver content

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

- 10.5. 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) 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.

11. Intellectual Property

- 11.1. "**Intellectual Property Rights**" means the intellectual property rights and industrial property rights of any nature whatsoever including without limitation patents, patent applications, copyright, know-how, technical and commercial information, design (whether registered or unregistered), design rights, website content, internet domain names, database rights, trademarks, service marks or business names, applications to register any of the aforementioned rights, trade secrets and rights of confidence, in each case in any part of the world and whether or not registered or registrable and including all reversions, extensions and renewals of any such rights.
- 11.2. Except for the limited rights set forth in this Clause 11, you do not acquire any Intellectual Property or other rights, express or implied, in or relating to any Application, software or Paua Services. Paua reserves title, ownership, and all other rights to all

Applications, software and Paua Services. You will not remove, obscure, or alter Paua's copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Paua Services, Applications, software, or Documentation.

11.3. During the Term and conditioned upon your compliance with all the Terms & Conditions, Paua grants you a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the applicable Paua Services set out in these Terms & Conditions and to install and use the applicable Applications and software in accordance with the guidance provided. You specifically acknowledge Paua's exclusive rights to ownership in any copy, modification, translation, enhancement, adaptation, or derivation of the Services and any Intellectual Property Rights contained therein.

11.4. 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.

12. Indemnity

12.1. 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 Driver Content; or
- (d) your violation of the rights of any third party, including third party providers.

13. Force Majeure

13.1. 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.

13.2. If a Force Majeure event occurs, We will notify You as soon as reasonably possible and pause any relevant Services.

13.3. 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.

14. Severance

- 14.1. 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.

15. Notices

- 15.1. 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.

16. Waiver

- 16.1. Failure by Us at any time to enforce any breach of these Terms & Conditions shall not be construed as a waiver of Our rights to enforce that breach at any time.
- 16.2. A failure or delay in exercising any right or remedy under these Terms & Conditions 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 these Terms & Conditions shall not constitute a waiver of any other breach.

17. Governing Law

- 17.1. These Terms and Conditions are governed by the laws of England and Wales and all parties submit to the exclusive jurisdiction of the English courts.
- 17.2. 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.