

1. Terms

- (a) This agreement commences on the Commencement Date.
- (b) By accessing the Yurika Network after installing the EV Charging App the Customer agrees to be bound by the terms of this agreement.
- (c) Yurika may amend the terms of this agreement from time to time and:
 - (i) each amendment takes effect before the next use by the Customer of the Services following:
 - (A) the amended terms being posted to this page; or
 - (B) notification via the EV Charging App; and
 - (ii) the Customer must not use the Services if the Customer objects to any amendment.

2. Services

The Customer must use the Services:

- (a) for its own use and not re-sell or re-supply the Services or on-sell electrical power derived from the Services to any third party; and
- (b) in accordance with this agreement and all applicable laws.

3. Services Levels

- (a) The Customer acknowledges and agrees that Yurika does not represent, warrant or guarantee that the Services will be continuous or fault free.
- (b) Yurika may, without liability and with immediate effect, suspend the Services for as long as it reasonably considers necessary including:
 - (i) to conduct planned maintenance;
 - (ii) to perform other necessary maintenance or other service work in connection with the Yurika Network or systems;
 - (iii) if Yurika is affected by an event beyond its reasonable control; or
 - (iv) to protect any person, equipment or to enable authorised persons to attend to any Emergency.
- (c) Yurika reserves the right to at any time and without notice:
 - (i) modify or substitute the Services or the equipment used to deliver it; and
 - (ii) vary the technology and method of delivery of Services.

4. Equipment

- (a) Notwithstanding any other provision of this agreement, Yurika will not be liable for any failure to provide the Services, or any delay in providing the Services or for any interruption to the Services to the extent such is caused or contributed to by any Customer Equipment or lack of Customer Equipment.
- (b) The Yurika Equipment made available for use by the Customer:
 - (i) always remains the property of Yurika;
 - (ii) must be used by the Customer strictly in compliance with all reasonable directions of Yurika including any operating instructions; and
 - (iii) must not be connected to anything other than the Electric Vehicle.
- (c) Yurika may at any time and from time to time change, modify, replace, remove or service the Yurika Equipment.
- (d) The Customer will notify Yurika immediately if it becomes aware of any damage to or malfunction of the Yurika Equipment due to the Customer's use.

5. Fees

In consideration of the Services the Customer must immediately pay Yurika the Fees.

6. Intellectual Property Rights

The Customer acknowledges and agrees that all Intellectual Property Rights arising from this agreement vest in Yurika upon creation.

7. Customer Data and Personal Information

- (a) The Customer agrees that Customer Data (including Personal Information) may be used by Yurika

(including through sharing with its agents, contractors, service providers or related companies):

- (i) to collect information and aggregate data on use of the Services;
- (ii) in connection with the provision of the Services;
- (iii) to carry out research and behavioural analysis; and
- (iv) to improve, develop and enhance Yurika's products and services.

(b) Yurika will:

- (i) deal with Personal Information it receives in connection with this agreement in accordance with the Privacy Laws;
- (ii) take reasonable steps to ensure that Personal Information held by it is protected from misuse, interference and loss, and from unauthorised access, modification or disclosure;
- (iii) ensure that only authorised personnel have access to Personal Information and that personnel will only be authorised for access on a "need to know basis";
- (iv) use Personal Information only for the purposes contemplated by this agreement;
- (v) not disclose Personal Information for sale or profit or any other benefit; and
- (vi) comply with its own privacy policy and its obligations under the Privacy Laws.

8. Termination

- (a) Yurika may without liability terminate this agreement with immediate effect and without prior notice (or with effect from such later date as Yurika may nominate in a notice), if the Customer does or authorises any act, or omits to do any act, that damages or may damage the Yurika Equipment or the Yurika Network or that causes or may cause the quality of the Services to be impaired.
- (b) The Customer may terminate this agreement at any time by uninstalling the EV Charging App.

9. Liability and indemnities

- (a) Except for the liability Yurika accepts under this clause 9, all other liability of Yurika to the Customer or any third party for breach of contract, negligence or breach of any other law is excluded.
- (b) For any liability that cannot lawfully be excluded Yurika's liability is limited to, at Yurika's option:
 - (i) if the breach relates to services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again; or
 - (ii) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired.
- (c) Where Yurika is liable to the Customer in relation to this agreement Yurika's liability is:
 - (i) reduced to the extent that any act or omission of the Customer or any third party, or the Customer Equipment causes or contributes to the loss; and
 - (ii) limited to, for each claim arising in relation to this agreement, the total Fees paid or payable by the Customer for the Services to which the claim relates.
- (d) Yurika is not liable to the Customer for any Consequential Loss suffered or incurred by, or claimed against, the Customer.
- (e) The Customer indemnifies Yurika for and against any loss, claim or damage suffered or incurred by Yurika arising out of or in connection with any:
 - (i) breach of this agreement by the Customer; or
 - (ii) act or omission of the Customer resulting in damage to real or personal property or personal injury, illness or death.
- (f) Nothing in this agreement limits any rights the Customer may have under the Australian Consumer Law which cannot be excluded.

10. Customer Responsibility and Safety

The Customer acknowledges that:

- (a) EV Chargers may be situated in remote or semi-remote areas which may have limited or no mobile phone reception, lighting, or access to emergency services and that:
 - (i) Yurika does not provide personal security or monitoring at EV Charger sites;
 - (ii) the Customer should plan accordingly and exercise caution and remain aware of surroundings, particularly when charging after dark or in isolated environments; and
 - (iii) it is the responsibility of the Customer to ensure its Electric Vehicle is charged safely and correctly; and
- (b) Yurika encourages the Customer to notify Yurika of any hazards or safety concerns.

11. Driving Factors Affecting Electric Vehicle Performance

The Customer acknowledges that:

- (a) its Electric Vehicle performance, including energy consumption (kW usage) and Electric Vehicle projected driving range (kilometres), can vary significantly due to multiple external and operational factors and that the following conditions may increase energy consumption and reduce projected driving range:
 - (i) Ambient Temperature and Climate Control: Use of heating or cooling systems, particularly in extreme weather conditions, places additional demand on the battery and may reduce available driving range;
 - (ii) Vehicle Load: Carrying heavy loads, including passengers, cargo, or towing, increases the energy required for acceleration and hill climbs, thereby reducing efficiency and range;
 - (iii) Driving Style: Aggressive acceleration, high-speed travel and frequent braking can lead to higher energy consumption; and
 - (iv) Terrain: Driving in hilly or mountainous areas places greater load on the motor and battery, further impacting range;
- (b) it is responsible for the monitoring of energy usage throughout each journey and the planning of trips; and
- (c) Yurika is not liable for projected driving range shortfalls due to any of the factors set out in clause 11(a) or other environmental or operational conditions.

12. Charging Cable Requirements

The Customer acknowledges and agrees that:

- (a) as a condition of use of the Yurika Network, the Customer must supply and use its own compatible charging cable for all untethered AC chargers and a failure to bring a suitable Type 2 charging cable may prevent successful charging;
- (b) it is aware that EV Chargers include an AC charging option equipped with a Type 2 socket Mennekes Plug (IEC 62196-2); and
- (c) Yurika is not responsible for any inconvenience, delay, or loss suffered by the Customer resulting from the absence of a compatible charging cable.

13. General

- (a) This agreement is governed by and must be construed according to the law applying in Queensland and the parties unconditionally submit to the non-exclusive jurisdiction of the courts in Queensland for determining any dispute concerning this agreement.
- (b) Any provision of this agreement which expressly or by implication from its nature is intended to survive termination will survive rescission, termination or expiration of this agreement.
- (c) This agreement constitutes the entire agreement of the parties about its subject matter.

14. Definitions

In this agreement, except where the context otherwise requires:

Australian Consumer Law means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Commencement Date means the date on which the Customer commences using the Services.

Consequential Loss means any loss of revenue, loss of profit, loss of business opportunity, loss of contract, loss of opportunity to earn profit or revenue, loss arising from damage to goodwill or reputation, loss of anticipated savings, loss arising from business interruption, loss arising from damage to credit rating, or for any

other similar loss and any loss or damage which may not fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

Customer means the owner or operator (as applicable) of the Electric Vehicle.

Customer Data means any information relating to the Customer's use of an EV Charger (including location, time and date and other diagnostic information) or Yurika's supply of the Services and the aggregation of that information.

Customer Equipment means the equipment (including cabling) which the Customer uses or is required to use in connection with the Services but excluding the Yurika Equipment.

Electric Vehicle means a motor vehicle which uses energy in its rechargeable batteries to power an electric motor.

Emergency means an emergency due to an actual or potential occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or war like action) involving imminent danger of injury or death, material damage to property or a threat to public safety.

EV Charger means an electric vehicle charging station supplied by Yurika for the recharging of the Electric Vehicle.

EV Charging App means the Chargefox App.

Fees means the amount in dollars payable by the Customer calculated on the volume of electricity (on a kWh basis) delivered through the EV Charger to the Electric Vehicle of the Customer, as communicated through the EV Charging App and as may be updated from time to time.

Intellectual Property Rights means all present and future rights (from the time that right was or may be granted) in relation to copyright, trade marks, designs, patents, trade, business or company names, trade secrets, confidential or other proprietary rights or any rights to registration of such rights whether created before or after the Commencement Date and whether existing in Australia or otherwise and includes any such right subsisting in the Customer Data.

Personal Information means information or an opinion (including where forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual or an individual who is reasonably identifiable from the information or opinion.

Privacy Laws means the *Privacy Act 1988* (Cth) and any guidelines relating to Personal Information issued by the Office of the Australian Information Commissioner.

Services means the provision to the Customer by Yurika of access to and use of Yurika Equipment to charge the Electric Vehicle.

Yurika means Yurika Pty Ltd ABN 19 100 214 131.

Yurika Equipment means all networks, systems, equipment and facilities (including cabling) as supplied by Yurika or used by Yurika in providing the Services including the EV Charger.

Yurika Network means the electric vehicle charging network owned by Yurika in providing the Services and which forms part of the Queensland Electric Super Highway (QESH) electric vehicle charging network.