

Paua Driver Terms and Conditions

Last updated 7th December 2022

1. General

- 1.1 These terms and conditions ('**Terms**'), together with the Paua Privacy Policy, govern your use of the services operated by Paua ('**Services**'). Services may include, but are not limited to, any physical card issued to you by Paua or one of its authorised partners ('**Cards**'), mobile applications and/or websites (each, an '**Application**' or '**App**') operated by Paua under its own brand, its subsidiaries' brands or under its or its authorised partners' brands. The Services enable you to find, charge and pay for electricity to charge your Electric Vehicle (which is either a 100% electrically operated vehicle or a plug-in hybrid vehicle) ('**EV**').
- 1.2 By using the Services, you indicate that you agree to be bound by all of the Terms and that you accept the Paua Privacy Policy. The Paua Privacy Policy can be found at www.pauatech.com. If you think that there is a mistake in these Terms, please use the contact details below to notify us of the issue.
- 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 authorised partners. Paua provides Services using a number of third-party partner brands ('**Partner Services**'). These Partner Services are subject to these same Terms.

We have set out in these Terms definitions of the capitalised words we use herein.

2. Start date and acceptance of terms

- 2.1 Your agreement with us starts whenever you use, download, or register an account with us for any App or Card Service or when you accept these Terms, whichever date is sooner. In doing so, you are expressly requesting that Paua provide you with the Services.
- 2.2 If you object to any of the Terms set out herein you must stop using the Services.

3. Our services to you

- 3.1 Paua is providing access to the Services for Drivers of EVs. Unless otherwise agreed by Paua in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. Paua warrants that it shall provide the Service at all times with reasonable skill and care.
- 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, i.e. the piece of hardware that allows electricity to be transferred into the battery of an EV ('**Charge Points**') or charging stations, i.e. where Charge Points are located ('**Charging Station**') or function as a Charge Point operator who operates and manages a network of Charge Points open to the public ('**CPO**') and that all such EV charging services are provided by independent CPOs who are not employed by or otherwise associated with Paua or any of its affiliates.
- 3.3 The CPOs are fully responsible for ensuring the operation and maintenance of their own Charge Points and the availability of Charge Points is subject to change. Paua has no control over such CPOs or Charge Point functionality and features, which may change without notice to Paua or you.

If any CPO ceases to provide access to any Charge Point functionality or features, we may be required to cease providing access to certain functionality and features of the Services and App, in our sole discretion. Paua shall not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by a CPO or any resulting change to the Services. You irrevocably waive any claims against Paua with respect to any services provided by CPOs, including the provision of Charge Points and Charging Stations.

- 3.4 Any problems or questions that might arise with regards to hardware malfunction, connection issues or other services that lie outside of the Services provided to you under these Terms should be targeted at and dealt with by the respective party offering these services (for example: the CPO). Where available to us, CPO contact information may be provided in the Paua App but this is not guaranteed and any contact information is provided to you on an as-is basis with no warranty as to its accuracy or usefulness.
- 3.5 The CPO provides access to its Charging Stations and Charge Points through the Services and, in order to access said hardware, you may be required to accept the respective CPO's terms and conditions. These CPO terms and conditions are available on their website(s) or as otherwise advised by the relevant CPO. You acknowledge that you access any such third-party websites at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transaction completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Services.
- 3.6 Paua uses third-party payment processors (each a "Payment Processor") to process payments for its services and you agree to pay Paua through the Payment Processor. The processing of any such payments is subject to the terms and conditions and privacy policies of the Payment Processor, in addition to these Terms. Paua currently uses Stripe and, as such, your payments are processed by Stripe in accordance with Stripe's terms of service and privacy policy (see here: <https://stripe.com/gb/legal/end-users>). Any disputes arising from payments between you and the CPO when using the Services should in the first instance be referred to Paua in accordance with Clause 6 - Customer Complaints below.
- 3.7 If you are accessing Partner Services, you should discuss any payment disputes directly with Paua in the first instance.
- 3.8 We may in our sole discretion determine how Services, including the App, 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. You agree that you may be required to update the App from time to time via your Device app store and that without such updates, you may not be able to access full functionality of the Services or have the protection of patches and bug fixes that may be issued from time to time.
- 3.9 The Services do not constitute and should not be construed as a recommendation or offering of any transaction in relation to a charging session.

4. **Your use of the Services and responsible use of Charge Points**

- 4.1 You can start a charging session at all Charge Points that are available through the Services via different means. These include using an Application or Card (including via Partner Services). Enabling location services and notifications improves the Services and is required for some features of the Services. Sometimes this will require access to your Device's camera to scan the respective QR code of the Charging Station. You acknowledge that if you do not allow location services,

notification, or camera access, you may not be able to use the full functionality of the Services and Paua is not responsible for any such lack of use caused by you. You will not be entitled to any reduction in applicable fees for any such lack of functionality.

4.2 You agree:

- (a) to access and use the Services only for the purpose permitted under these Terms. Any other use of the Services is expressly prohibited;
- (b) not to use the Services for illegal purposes and to comply with all applicable laws and regulations with respect to your use of the Services;
- (c) to provide and maintain correct and up-to-date information about yourself when you use the Services, including in respect of your user account;
- (d) that if you operate a similar business to ours, we reserve the right to refuse to provide our Services to you and to terminate these Terms immediately without notice to you;
- (e) 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;
- (f) not to compromise the security of the Services or attempt to gain access to secured areas or sensitive information;
- (g) not to license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Services available to any third party;
- (h) not to access all or any part of the App or the Services in order to build a product or service which competes with the Services;
- (i) not to attempt to copy, modify, translate, adapt, create derivative works of, display, transmit or distribute all or any part of the software applications (including the App) used by us as part of the Services (except as may be allowed by any applicable law incapable of exclusion);
- (j) not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software applications (including the App) used by us as part of the Services (except as may be allowed by any applicable law incapable of exclusion);
- (k) not to use the Services or App to distribute viruses, trojans or similar programs and you shall use reasonable care to ensure that no such viruses, trojans or similar programs are introduced to the Services or App by you. We do not allow automatic reading of the Services;
- (l) not to use or access the App or the Services in a manner that unfavourably affects the performance or proper functioning of the App or the Services, or any computer systems or networks used by us, the App or the Services;
- (m) not to use, display, mirror or frame the App, or any individual element within the App or the Services, our name, any Paua trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;
- (n) not to use any robot, spider, other automatic device or manual process to monitor, download, copy or keep a database copy of the content made available through the Services and the App;
- (o) that you are only authorised to use the Charge Points and Charging Stations identified via the Services. Use of Charge Points and Charging Stations that are not on the Services are outside of the scope of our agreement with you under these Terms;

- (p) 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
 - (q) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.
- 4.3 To ensure you receive optimal performance, you should use the Services on a hardware and software system that matches or exceeds the highest specifications recommended by Paua in the relevant app store and any other technical guidance that Paua may issue from time to time. Suitable configuration of software and hardware will depend on individual circumstances. System performance may be adversely affected by unsuitable software or hardware. Paua shall not be responsible for any adverse effect on the Services caused by your use of unsuitable software or hardware.
- 4.4 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 CPOs. The Drivers must ensure:
- (a) correct parking of vehicles within the boundaries of a bay when charging;
 - (b) reasonable behaviours at all times including consideration to fellow drivers;
 - (c) charging of vehicles begins and completes correctly and as directed by any guidance issued from Paua, the CPO or otherwise displayed at the Charging Station or on the Charge Point from time to time;
 - (d) the relevant Charge Point is suitable for the vehicle to be charged;
 - (e) there is no use of a Charge Point that shows error messages or visible defects and/or damages;
 - (f) all parking restrictions, local signage, byelaws, policies and regulations of the given Charge Point (including time limits on usage) are complied with, any access and/or parking charges due to third parties in respect of any Charge Point are fully paid, and if a parking charge exemption is relied on, all necessary and prevailing requirements are met (e.g. by presenting the App or Card);
 - (g) where Drivers (or persons authorised by the Driver) provide their own connector cable, these cables must be safe to use and suitable for the charging being conducted, and that the cable is safely plugged into the EV and that the positioning of the connector cable does not create a tripping hazard to any person;
 - (h) the vehicle being charged at a Charge Point is licensed for use on the road by the DVLA and the Driver has the necessary valid driving licence(s);
 - (i) the Charging Station and Charge Point are being used 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 or at the Charging Station);
 - (j) all instructions in relation to the use of a Charge Point are followed (which may differ from one Charge Point and/or CPO to another, particularly where the service is different);
 - (k) 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;
 - (l) the EV is not driven with the connector cable still attached to the Charge Point;

- (m) once the EV has finished charging, the connector cable is disconnected, placed back in any available socket on the charging unit, and the Charge Point housing is closed;
- (n) 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 and as detailed on the App;
- (o) they 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;
- (p) they agree to be responsible for any damage caused to a Charge Point or Charging Station or to any other property or for any injury to any person which is caused by a Driver's (or any person with the Driver or using a Card or App with the Driver's authority), breach of these Terms or misuse, lack of care or negligence or failure to comply with any instructions or guidance in relation to a Charge Point. You shall have no responsibility under this clause for any claim, loss or damage arising directly from a breach of these Terms by Paua; and
- (q) they notify the CPO immediately of any injury to any person or to any damage and follow any directions they may give you.

4.5 Drivers may not:

- (a) park in a location which is intended only for use of a Charge Point unless Drivers are using that Charge Point to charge an EV 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;
- (b) incorrectly park a Driver's EV or park it in a way which impedes use of a neighbouring bay or Charge Point; or
- (c) block any bay at any time, except when Drivers are correctly parking to use a Charge Point to charge a Driver's EV.

4.6 Drivers acknowledge and agree that any use of a rapid Charge Point is at their own risk. Neither Paua nor the CPO will be liable to Drivers for damage to a Driver's EV resulting from the use of a Charge Point unless this damage is caused by Paua's negligence or failure to provide the Services with reasonable care and skill and not by the inherent risks of using a Charge Point.

4.7 You are responsible for all activity undertaken on your Paua user account and you must not share log in details and passwords with any third parties. You must also inform Paua immediately, in accordance with clause 6.2, 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 unless such loss or damage arises directly from Paua's failure to provide the Services with reasonable care and skill.

4.8 Paua will not be responsible or liable in case of your 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.

4.9 Paua will share the relevant elements of your personal data where applicable and under a lawful basis (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 a 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 the Paua Privacy Policy.

4.10 If you and your passengers do not comply with the Terms we may, in addition to our rights to take action against you, end your right to access and use the Applications and Services as outlined at 7.7.

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 the 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 features of the Services and do not have a valid payment method connected to their account (**'Free Customers'**).

5.2 Based on your customer type, specific terms may additionally apply to you in these Terms. In the event of any conflict between this clause 5 and the other terms herein, this clause 5 shall prevail. Please ensure that you have read and understood the entirety of these Terms, including how fees may apply to your use of the Services. 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, receipts and prices provided to you by Paua are inclusive of applicable VAT rates.

5.4 The prices of our Charge Point tariffs are accessible on our Applications and these may be subject to change at anytime.

5.5 On occasion the Services may be provided under a third-party brand, referred to in these Terms as Partner Services. Your customer type will still be defined as identified above in Clause 5.1.

5.6 Terms specific to Business Customers:

- (a) 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;
- (b) certain portions of the 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;
- (c) you are bound by the same Terms 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;
- (d) 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; and
- (e) payment (including any changes to fees and subscriptions) will be governed by your business's agreement with Paua.

5.7 Terms specific to Pay As You Go Customers:

- (a) 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 and in our discretion we may aggregate payments together and take them less frequently (e.g. once a week);

- (b) 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;
- (c) 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; and
- (d) you agree to us, and/or our third-party service providers, storing your payment method information and charging you for the Services via that payment method.

5.8 Terms specific to Partner Services:

- (a) A Partner Service will always be clearly identifiable with the partners branding used visibly on Applications, Card or other services offered; and
- (b) fees may be applicable for the replacement of any lost Paua Cards. These will be available in the Applications together with payment and ordering instructions; and
- (c) Where there is a requirement for us to share the relevant elements of your personal data (including but not limited to your name, address, contact details including email and phone number and your vehicle details) to satisfy the performance of a contract or meet Paua's legitimate business interest your data will be shared with our authorised partners. We and the relevant authorised partner will be independent data controllers. For more information on how we use your personal data, please review the Paua Privacy Policy available on our website.

5.9 Terms specific to Free Customers:

- (b) Free Customers will be unable to initiate a charging session until a valid payment card is added or selected or, in the case of Business Customers, their business has signed an agreement with Paua.

6. Customer complaints

6.1 All complaints with regards to the Services should be submitted only to Paua. If you wish to submit a complaint, you should notify Paua promptly after the issue arises. Depending on whether a complaint is accepted or rejected, Paua will choose whether to compensate you for the amount (in whole or in part, as determined by Paua following its investigation) or inform you of the result of the investigation of the complaint and justify the rejection of your complaint, 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 Paua Card number (where applicable), your business or partner name (where applicable), and the location, date and time of the charging session. Paua reserves the right to check any relevant details within the Driver's payment history including any previous refund claims.

7. Termination

7.1 Cancellation of a fleet or business contract is completed via your designated contact person. Upon cancellation you will lose access to the 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 valid payment method 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 your customer type as a Pay As You Go Customer, you will need to add a valid payment method.
- 7.3 You have the right to cancel your account through the Application at any time, without cause. After the cancellation of your account, you will no longer be able to use your account or access the Services.
- 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.
- 7.6 Our contract with you may be terminated by us, without cause, at any time upon one month's notice to you.
- 7.7 Our contract with you may be terminated by us at any time immediately upon notice to you where there is a risk of loss or harm to Paua if:
- (a) you fail to comply with any of the provisions of these Terms;
 - (b) you fail to pay any charges when they become due and you fail to make payment within 30 days the relevant charges became due;
 - (c) the Services are discontinued; or
 - (d) we lose the right to provide you with the Services, or where the provision of the Services or part of the Services becomes unlawful.
- 7.8 Upon termination:
- (a) you shall immediately cease use of the Services;
 - (b) you acknowledge that we have the right to delete all data, files or other information that is stored in your user account (subject to our data protection obligations, which are set out in the Paua Privacy Policy);
 - (c) for Business customers we reserve the right to request payment for outstanding, properly incurred charges, make deductions in whole or in part from any refund that you may be entitled to by law, or charge compensation to cover our reasonable costs upon termination of the contract; and
 - (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the terms which existed at or before the date of termination shall not be affected.

8. Variations to the Terms and Conditions or Prices

- 8.1 Paua may, in its absolute discretion, change these Terms, or change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, a change in the law, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Paua will use reasonable endeavours to provide you with advance notice of any such changes.
- 8.2 You shall pay the prevailing fees and transaction charges for the Service. The applicable fees and charges shall be based on Paua's prevailing rates notified to You from time to time which are

available on the App. You will be informed of any such fees or charges before you use the relevant Services and/or make the relevant payment.

- 8.3 You are free to stop using the Services at any time (without penalty) if we make such variations, but if you carry on using the Services after any variation or change commences, you will be deemed to have accepted the variation.

9. **Liability and Exclusions**

- 9.1 Paua will do as much as is reasonably possible to make sure the Services are not interrupted and that your Account is accessible at all times. However, Paua cannot guarantee this and the Services are provided on an “as is” and “as available” basis. Except as explicitly set out in these Terms, Paua makes no express or implied representation or warranties of any kind in relation to the Services including but not limited to:

- (a) Availability, accessibility, timeliness and uninterrupted use of the Services; and
- (b) Sequence, accuracy, completeness, timeliness or the security of any data, information provided to you as part of the Services.

- 9.2 Paua will use reasonable endeavours to ensure that the Services is secure and cannot be accessed by unauthorised third parties but does not warrant the security or confidentiality of any information transmitted through the system or such other equivalent system in any jurisdiction via the Services.

- 9.3 Paua shall not be liable or responsible to You for any losses resulting from: (i) You having breached these Terms or otherwise having acted unlawfully; (ii) any legal or regulatory requirement imposed on Paua; (iii) an unforeseeable event outside of Our control; (iv) any indirect or consequential losses, including any business losses.

- 9.4 Paua will only be responsible for foreseeable losses, which We could have foreseen at the time We entered into the agreement with You.

- 9.5 Nothing in these Terms removes or limits Paua's liability for death or personal injury resulting from Our negligence, fraud or any other liability that cannot be limited under applicable law. Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall be limited to the total charges paid by you during the 12-month period immediately preceding the date on which the claim arose.

10. **Submission of Content and Information by Driver**

- 10.1 You may submit content, both comments and data, to the Services. Comments include text and images posted on Paua websites and Applications and emails; data includes information about location, rating, performance and status relating to EV 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, sub-licensable, perpetual worldwide licence to use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, stream, broadcast, publish, transmit or otherwise exploit, and to authorise third-parties to use, view, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, stream, broadcast, publish, transmit or otherwise exploit your content in any format and on any platform, currently available or invented in the future.

- 10.3 You represent and warrant that you are the owner or permitted licensee of any content you submit to us or upload to the App, including all Intellectual Property Rights consisting in it, and you agree

to be fully responsible for any cost, loss or liability which we may incur by reason of your breach of that warranty.

- 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 the Paua 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 may be 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, any and 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 the 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.

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 Rights or other licences, rights, express or implied, in or relating to any Application, software or the Services. Paua, and in the case of any Partner's branding or other content used in the Partner Services, our Partner, reserves title, ownership, and all other rights to all Applications, software and the Services. You will not remove, obscure, or alter Paua's (or our Partner's) copyright notices, trademarks, other proprietary rights notices, or any other content of any kind appearing in the Services, Applications, software, or any documentation.
- 11.3 During the term of your agreement with us and conditioned upon your compliance with all the Terms, Paua grants you a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the applicable the Services set out in these Terms and to install and use the applicable Applications and software in accordance with the guidance provided. You specifically acknowledge Paua's, and where applicable Partner'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. **Events outside our control**

- 12.1 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 our reasonable control . 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 our reasonable control.

- 12.2 If an event outlined in clause 12.1 occurs, We will notify You as soon as reasonably possible and pause any relevant Services.

- 12.3 Once the event outlined in clause 12.1 is over, We will notify You and re-start the Services. If any Services were paused, We shall extend the length of the Services, where appropriate, by the length of time of the event.

13. **Severance**

- 13.1 If any of the provisions or part provisions contained in these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such provision or part-provision shall be severed, and the remaining provisions and part provisions shall survive and remain in full force and effect and continue to be binding and enforceable.

14. **Notices**

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 address on your account.

15. **Waiver**

- 15.1 Failure by us at any time to enforce any breach of these Terms shall not be construed as a waiver of our rights to enforce that breach at any time.

- 15.2 A failure or delay in exercising any right or remedy under these Terms 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 shall not constitute a waiver of any other breach.

16. **Assignment**

- 16.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any manner with any or all of its rights or obligations under these Terms.

- 16.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

17. **Third-party rights**

17.1 These Terms do not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. **Governing Law and Jurisdiction**

18.1 These Terms and any dispute or claim arising out of, or in connection with, them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the courts of England and Wales.