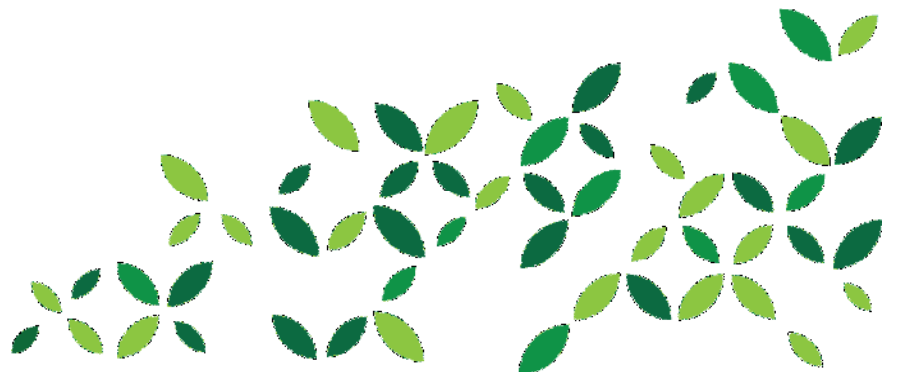




# Terms of Usage for CUC's EV Charging Stations

June 2023





Please read these Terms and Conditions carefully.

These Terms contain important information including details of how Caribbean Utilities Company, Ltd. (“CUC”) Electric Vehicle (“EV”) charging services should be used, CUC’s liability to you and what you should do if you have concerns with these Terms or our Services or wish to cancel. We have highlighted some of the most important parts of the Terms in bold.

By using our Services (defined below) including using CUC-owned public charging stations to charge a vehicle, and the services of our third party partners, including the properties where the charging infrastructure is located and the mobile application used for payment, you agree to these Terms as they apply to our Services and you will enter into an agreement with us. If you do not agree to these Terms you should not proceed to use our Services.

#### **WHO WE ARE AND WHAT THESE TERMS DO:**

We, Caribbean Utilities Company, Ltd. (“CUC”), are a company registered in the Cayman Islands with our head office at 457 North Sound Road, P.O. Box 38, Grand Cayman KY1-1101, Cayman Islands.

These terms and conditions (“Terms”) apply to users of CUC-owned public charging infrastructure in the Network and any associated services, including (i) using the property-owner’s parking space where the charging infrastructure is located and (ii) using our service partner’s mobile application for payment (at applicable locations) (the “Mobile App”) that we provide in the Cayman Islands ((i) and (ii) together, the “Services”)

#### **HOW TO CONTACT US:**

You may contact us by e-mail at [service@cuc.ky](mailto:service@cuc.ky) or by telephone at (345) 949-5200 during normal business hours. For an emergency, please contact CUC’s emergency phone number at (345) 945-1282 and contact 911.

CUC’s website is [www.cuc-cayman.com](http://www.cuc-cayman.com)

#### **GENERAL TERMS:**

##### **1. THESE TERMS ARE ONLY APPLICABLE TO CUC SERVICES**

These Terms are only applicable to our Services in the Cayman Islands.



## 2. OTHER TERMS MAY APPLY

By entering into these Terms you are also agreeing to comply with the provisions of third party terms and conditions that apply to your use of the Services, including parking lot rules of the property owner and payment terms for the Mobile App, and updates made to these Terms in the future.

## 3. OUR CHARGING NETWORK

Our charging services enable you to recharge your vehicle with electricity using the charging stations that we own and operate. A list of the CUC-owned charging stations (the “Network”) is updated regularly and can be viewed at [www.cuc-cayman.com](http://www.cuc-cayman.com).

The use of our Services relies on third party communications and mobile data networks and you agree that there may be circumstances where the Mobile App and/or the Services are unavailable due to circumstances beyond our control.

We may modify, restrict access to, or suspend the Services available on the Network at any time where it is reasonably necessary for our internal business operations, to reflect changes in relevant laws and regulatory requirements or where this is due to circumstances outside of our reasonable control.

Your use of our Services does not constitute a supply of electricity to a premises.

When using our Charging Stations, you must comply with signage and safety instructions as notified to you from time to time by CUC and/or the property owner. Except as expressly set out in these Terms, we are not responsible for your use of third party charging stations which are outside the Network.

## 4. RECHARGING YOUR VEHICLE AT CHARGING STATIONS

When using the charging stations, you acknowledge and agree that:

- you will act in a safe manner and comply with all signage, safety and usage instructions displayed at the charging station or in the Mobile App when using the charging services;
- it is your responsibility to ensure that, when you use our charging services, you physically disconnect your vehicle from the charging station correctly after charging is complete;
- after you have used a charging cable provided at the charging station you must ensure it is stored safely off the ground once you have finished using it; and
- you will vacate the charging station promptly when your vehicle is not on charge.



5. YOU ACKNOWLEDGE THAT WE DO NOT GUARANTEE HOW LONG IT WILL TAKE TO CHARGE YOUR VEHICLE

Charging an electric vehicle is dependent on several factors, including (but not limited to) the technical specifications of the electric vehicle, the battery charge level and capacity and the charging station itself. Such factors will have an effect on the charging of any electric vehicle. **You acknowledge and agree that we make no guarantee regarding the amount of time required to charge an electric vehicle using our Services.**

6. "FREE" AND "PAY-AS-YOU-GO" CHARGING SERVICES IN OUR CHARGING NETWORK

Our electric vehicle charging service enables you to recharge your vehicle with electricity from the Network using the charging stations.

Some charging locations offer "free charging" at the sole discretion of the property owner and as a courtesy to the public. At free charging locations it is the property owner who is paying for the electricity. To initiate a charging session at a free charging location, simply remove the charge plug from the station's holster and connect the charge plug into the charge port in your electric vehicle.

Other charging locations offer a "Pay-As-You-Go" charging service. At Pay-As-You-Go locations, it is the electric vehicle driver who is paying for the electricity the electric vehicle consumes (**Pay-As-You-Go User**). Pay-As-You-Go Users must initiate a charging session using a Mobile App. The price for our electric vehicle charging services will be displayed on the Mobile App at the time your charging session starts. To use Pay-As-You-Go service, you must:

For First Visit:

- download the **ZEFNET Charge Mobile App** at the iPhone or Android store;
- alternately, scan a QR code at one of the charging sites to download the Mobile App;
- register an account (and agree to Terms and Conditions);
- use an authorised credit or debit card (**a Registered Card**) to load funds in United States Dollars (US\$) into your registered account;

For Each Visit:

- a minimum balance of US\$5.00 must be in your account to initiate a charging session.
- to initiate a Pay-As-You-Go charging session, scan the QR code at the charging site and follow the Mobile App instructions, including removing the charge plug from the station's holster and connecting the charge plug into the charge port in your electric vehicle; and



- when you have completed your charging session, remove the charge plug from your vehicle's charge port and return it to the holster at the charging station. An electronic receipt summarizing charges will be available within the Mobile App.

Approval of your request to purchase electricity from us is at our sole discretion and the discretion of our third party payment provider. The third party payment provider may refuse to authorise a purchase if any of the following applies:

- the payment provider reasonably suspects fraud or illegal activity;
- you've reported your payment card as lost or stolen;
- the payment provider reasonably considers this is necessary to protect the security of your account;
- because allowing you to use our Services means the payment provider may break a law, regulation, code or other duty that applies to us, or could expose us to action or criticism from any government, regulator or law-enforcement organisation;
- the payment provider cannot reasonably meet your request.

Once a Pay-As-You-Go User presses "Start Charge" in the Mobile App, the request will lapse if the charging plug is not inserted into the vehicle's charge port within 60 seconds. **(the Time Out Period)**.

**You may cancel your request for any reason up until the point at which you connect the charging cable to your vehicle and press "Start Charge" at a Pay-As-You-Go charging station.**

## 7. HOW OUR PAYMENT SERVICE PROVIDER WILL PROCESS YOUR CARD DETAILS

Your payment card details will be processed by our third party payment provider through the Mobile App (our "Payment Services Provider"). If you use an authorised debit or credit card to pay for Services such details are collected, stored and processed by our Payment Services Provider who processes your purchases. CUC does not have access to any of your personal information relating to your payment details.

## 8. PLACING A HOLD ON YOUR PAYMENT CARD

By registering a Mobile App account and maintaining a minimum US\$5.00 balance in the account, you are authorised to be a Pay-As-You-Go User. A Pre-Purchase Hold or authorisation amount is not held against your debit or credit card.



## 9. PRICE FOR CHARGING YOUR VEHICLE AND OTHER CHARGES

At the sole discretion of the property owner and as a courtesy to the public, some Network charging stations offer “free charging” (where no payment from the user is required). At “free charging” locations it is the property owner who is paying for the electricity. Other charging sites offer a “Pay-As-You-Go” service. For Pay-As-You-Go Users, the price for our vehicle charging services will be displayed on the Mobile App at the time your charging session starts.

**For Pay-As-You-Go Users who pay via the Mobile App** the price for using our charging services on the Network will be the price listed on the Mobile App.

Please note that prices shown in the Mobile App may change from time to time without prior notice. All prices are approved by CUC’s regulator.

If the price is not clearly shown in the Mobile App or if you require any help with applicable pricing, please contact [service@cuc.ky](mailto:service@cuc.ky) for help.

We may charge you a fee if your vehicle occupies a charging station when the vehicle is not being charged. Details of applicable charges and when these may be charged will be shown in the Mobile App and/or CUC’s website.

There is no value added tax in our service territory. All prices shown in the Mobile App are in United States Dollars (US\$). Pricing excludes fees which may be charged by your own financial institution.

## 10. REPORTING AN ISSUE

If a defect with Services or any charging station comes to your attention, please contact us as soon as possible to allow us a reasonable opportunity to repair or fix the defect. Call CUC’s 24-hour fault reporting telephone number at **+1 (345) 945-1282** and for an unsafe immediate emergency also call 911.

You acknowledge that we do not guarantee the working order or suitability of any Network charging station and/or our Services at any given time (including the suitability of any charging station and/or our Services for your vehicle). Due to the nature of electrical charging services, we cannot guarantee a continuous, fault-free service. Charging stations are available on a first-come, first-served basis. You acknowledge that the charging stations can fail or require maintenance without notice.

## 11. HOW WE USE YOUR PERSONAL INFORMATION

When you use our Services, we will process your personal information in accordance with our [Privacy Notice](#) which sets out the ways in which we collect, store and process customer data including any personal data we collect when you use our Charging Stations. Please note that your personal information may also be collected through your use of the Mobile App. We recommend that you review the privacy notice published by the Mobile App provider before you submit any



payment or other personal information as the collection, use and storage of personal information by the Mobile App provider may differ from the processing of personal information by CUC.

## 12. CHANGES TO THESE TERMS

We may amend these Terms from time to time and will notify you of any changes by publishing an updated version in the Mobile App for Pay-As-You-Go Users and on CUC's website for all users.

Examples of reasons why we would need to make changes to these Terms include:

- to reflect updates to the functionality, security, options of the Services and the Mobile App;
- to reflect reasonable changes to the way we run our business because of a change in the electricity or automotive charging industries, in technology, or in the systems we use; or
- to reflect legal or regulatory requirements that apply to us.

Your continued use of the Services and the Mobile App will confirm your acceptance of the updated Terms. If you do not accept the updated Terms you may not be permitted to continue to use our Services.

As these Terms have no fixed end date, we may from time to time need to make changes for reasons not set out here.

If you want to end your agreement to these Terms because of one of the changes we make, you can do this without charge by contacting us at [service@cuc.ky](mailto:service@cuc.ky).

As long as you can end your agreement to these terms without charge, we may make changes to these terms for reasons that are not set out here. Please continue to check the Mobile App and CUC website for the latest Terms.

## 13. YOU MUST COMPLY WITH ADDITIONAL TERMS AND INSTRUCTIONS

You must comply with any additional terms and conditions, or instructions from us, brought to your attention at the charging station, on the Mobile App or on CUC's website.

You must also comply with the property owner's parking rules and all applicable laws when using the Services.

## 14. EVENTS OUTSIDE OUR CONTROL

If we don't meet our obligations under this agreement due to events outside of our control – such as failure of a charging station (including a communications failure, any failure of electricity supply to the charging stations, or events arising from the actions of the third party owner, operator,



industrial disputes or because we have to comply with a relevant law) – **we won't be responsible for any losses and costs caused to you.**

Where such an event affects our performance of the Services to you, we will restart the Services as soon as reasonably possible after the event is over.

## 15. YOUR RIGHTS AS A CONSUMER

We aim to ensure that the Services provided to you are carried out with reasonable care and skill. Should you have any questions about these Terms or our Services, please contact us at [service@cuc.ky](mailto:service@cuc.ky).

## 16. OUR LIABILITY TO YOU

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

Our Services have not been developed to meet your individual requirements, and it is your responsibility to ensure that they meet your requirements.

To the maximum extent permitted by law, all warranties and conditions whether express, implied or statutory with respect to the provision of the Services are excluded.

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we will not be legally responsible for any loss or damage you suffer arising from:

- you selecting the incorrect charging station or incorrect charging plug;
- your use of any charging equipment not provided by us;
- your use of a vehicle otherwise than in accordance with all applicable laws, health and safety and usage instructions (including those of your vehicle's manufacturer);
- any damage or alteration to your equipment, including your mobile device or your vehicle as a result of use of the Services;
- suspension or loss of access to the Services; or
- any charging station being occupied, out of service or unavailable for any reason outside of our reasonable control, for example a third-party blocking a charging station.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you





knew it might happen, for example, if you discussed it with us during your registration or application process (as applicable).

The paragraphs above set out our liability when supplying the Services for personal use. In the event that you use the Services for commercial or business purposes then we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.

#### 17. YOUR LIABILITY TO US

You will be responsible to us for any loss or damage suffered by us as a result of:

- unauthorised access to your mobile device and the Mobile App installed on your mobile device; and/or
- your use of the Services in breach of these Terms, applicable law, or any notices issued to you about the proper use of the Services.

#### 18. NO RIGHTS FOR THIRD PARTIES

These Terms form a contract between you and us and these Terms do not give rise to any rights for third parties to enforce any of these Terms.

#### 19. IF A COURT FINDS PART OF THESE TERMS UNLAWFUL THE REMAINING TERMS WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, that provision will be limited or removed to the minimum extent necessary and the remaining paragraphs will remain in full force and effect.

#### 20. EVEN IF WE DELAY IN ENFORCING THESE TERMS, WE CAN STILL ENFORCE THEM LATER

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.



21. THESE TERMS ARE GOVERNED BY THE LAWS OF THE CAYMAN ISLANDS

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) shall be governed by and construed in accordance with the laws of the Cayman Islands.

The Cayman Islands courts will have jurisdiction over any claim arising from, or related to, these Terms or any aspect relating to the Services.

*These Terms were last updated in June 2023.*