

ELECTRIC VEHICLE SMART CHARGING APPLICATION

END USER LICENCE AGREEMENT

1. Introduction

- 1.1 This End User Licence Agreement (“EULA”) governs your access to and use of **CaliCharge** (the “App”) and the services made available through the App (the “Services”). The App is operated by Kaluza Ltd, a company registered in England and Wales with company number 12218299. References in these terms to “we” or “us” refer to **Kaluza**. For more information about Kaluza, please visit <https://www.kaluza.com/>; References to “you” and “your” means you, the person accessing or using the App
- 1.2 By downloading and accessing or using the App, this End User Licence Agreement (“EULA”) will apply to you and you agree to its terms. Please make sure you read this EULA carefully before using the App. If you do not agree to this EULA, you should not use the App.
- 1.3 Please note that we only use your personal information in accordance with our privacy notice, which you can find [here](#)
- 1.4 You must also review and agree to the additional app terms set out in Appendix 1 to this EULA, as well as any other terms imposed by the app store from where you downloaded the App.

2. The App

- 2.1 The App is made available free of charge. Kaluza does not guarantee that the App, or any content on it, will always be available or uninterrupted. We may change, suspend, discontinue or withdraw all or any part of the App at any time.
- 2.2 The App and its content are provided for general information purposes only. It is intended to assist you with decisions regarding your use and charging of various devices but the App does not replace or remove your responsibility for those decisions.
- 2.3 By using the App, you acknowledge that you are granting Kaluza with digital access to your electric vehicle, charge point and/or any other in-home connected energy devices relating to your electric vehicle and/or other eligible device (“**Connected Energy Devices**”), as required for us to deliver the Services to you. Such access enables us to read information from your Connected Energy Devices and send commands to your Connected Energy Devices, for example to:
  - 2.3.1 obtain information about the current state of your Connected Energy Device's battery, such as whether it is: charging, discharging, connected, disconnected, and how charged it is;
  - 2.3.2 send commands to control and regulate charging of your Connected Energy Device's battery;
  - 2.3.3 estimate how much energy your Connected Energy Device consumes; and
  - 2.3.4 determine the location of your Connected Energy Device to decide whether to start or stop charging of your Device.
- 2.4 Prior to providing such data and access to third parties you may be required to accept additional third party terms which govern that third party's use of your data.
- 2.5 We will not be able to provide the full suite of the Services to you unless or until the access sought in clause 3.3 (and, where applicable, clause 3.4) is granted.
- 2.6 The App allows you to:
  - 2.6.1 access information about: (i) your Connected Energy Device's current state, including how charged it is, (ii) the level of intelligent control you have granted to us in relation to your Connected Energy Devices, (iii) if you are eligible, you may see certain benefits you have obtained as a result of using the App, and (iv) who to contact if you require support; and
  - 2.6.2 set preferences to indicate how you use your Connected Energy Devices, such as indicating the times of day when you need your Connected Energy Device charged to 100%. Please note that we will try to meet any preferences you express in relation to the charging of your Connected Energy Device but we cannot always guarantee that we will be able to do so.
- 2.7 You are responsible for making all arrangements necessary for you to have access to the App
- 2.8 From time to time subject to meeting applicable eligibility criteria , you may be offered incentives and/or rewards by third parties (for example Energy suppliers) for your continued use of the App from Kaluza. For CaliCharge PlugIn, the applicable eligibility criteria for any incentives or rewards in a calendar month are as follows:
  - 2.8.1 you must charge at least 50kWh in that month and all such charging must be recorded through the App (“**Minimum Threshold**”). You can hit the Minimum Threshold through multiple charging sessions of any duration; **and**
  - 2.8.2 having hit the Minimum Threshold:
    - (a) you will be eligible in principle for incentives and/or rewards with respect to each day during that month where your vehicle has been plugged-in for at least six (6) hours; and
    - (b) if prior to hitting the Minimum Threshold (but post your enrollment in the programme) you had any day where your vehicle was plugged-in for at least six (6) hours, those days will now count towards any incentives and/or rewards.
- 2.9 Excessive, fraudulent, or artificial charging activity to manipulate incentives and/or rewards will result in disqualification from any incentives and/or rewards. We reserve the right to verify charging records and may revoke incentives and/or rewards for suspicious behavior.
- 2.10 Additional conditions may apply to incentives and/or rewards, and you may be required to agree to separate terms and conditions in order to participate in, and to receive, those incentives and/or rewards. Any requirements, thresholds or other criteria to be eligible for incentives and/or rewards are subject to change at Kaluza's discretion. Any changes will be communicated through the App or via email. Your continued use of the App after any changes or amendments to incentives and/or rewards will be deemed to be acceptance of those changes.

3. Account

- 3.1 To access the Services, you will need to register an Account with us on the App (“**Account**”). Currently you can do this by utilising an existing Google account or Apple ID. You must be aged at least 18 years if you want to register for an Account.
- 3.2 You agree that:
  - 3.2.1 all the information you provide to us in connection with your Account is complete and accurate and you have the right to provide it;
  - 3.2.2 you are the person whose details you have provided; and
  - 3.2.3 you will notify us immediately if there are any changes to the information you have provided to us.
- 3.3 You are responsible for maintaining the confidentiality of your Account. You are responsible for any use of your login details. You must inform us as soon as possible of any actual or suspected unauthorized use or of your Account, or any other breach of security, by emailing [support-calicharge@kaluza.com](mailto:support-calicharge@kaluza.com).
- 3.4 We have the right to suspend or disable any Accounts and/or passwords, at any time, including if in our reasonable opinion you have failed to comply with any of the provisions of this EULA.

4. Technical Requirements

- 4.1 In addition to having an Account, to access and use the App and the Services, you will need:
  - 4.1.1 a suitable smart mobile phone or tablet or with internet connectivity in order to download the App;
  - 4.1.2 an eligible Connected Energy Device with internet connectivity; and
  - 4.1.3 to enable access to your Connected Energy Device. The App provides instructions for doing this.In addition, we may notify you of additional requirements via the App.
- 4.2 You will need to ensure that you have met and continue to meet all of these requirements, and that all Connected Energy Devices remain compatible and properly configured.
- 4.3 We may add, modify or remove Connected Energy Devices from the list of devices which are eligible to be used with the App.

5. Use of the App

- 5.1 You agree:
  - 5.1.1 not to use the App in any unlawful manner, for any unlawful purpose or in any way which is inconsistent with this EULA;
  - 5.1.2 not to transmit any material that is defamatory, offensive or otherwise objectionable when using the App;
  - 5.1.3 not to use the App to transmit any information that is false, fraudulent or misleading;
  - 5.1.4 not to infringe our rights or those of any third party, including intellectual property rights, when using the App;
  - 5.1.5 not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

- 5.1.6 not to copy or otherwise reproduce or re-sell any part of the App;
- 5.1.7 not to provide or otherwise make available the App in whole or in part (including object and source code) in any form to any person without our prior written consent;
- 5.1.8 except as permitted by applicable law, not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing;
- 5.1.9 not to use the App by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the App for use within a third party website or application;
- 5.1.10 not to collect or harvest any information or data from the App or our systems or attempt to decipher any transmission to or from the servers running the App;
- 5.1.11 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- 5.1.12 to keep all copies of the App secure; and
- 5.1.13 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.

5.2 You acknowledge and agree that you have no right to access the App in source code form.

5.3 We do not guarantee that the App will be totally secure or free from bugs or viruses. It is your responsibility to configure any devices you use to access the App and we recommend that you use your own virus protection software.

**6. Intellectual Property**

6.1 All intellectual property rights in the App and the software comprised within or used to provide or operate it are owned by us or our licensors. Those rights are protected by intellectual property laws and treaties around the world. All such rights are reserved.

6.2 Subject to your compliance with the terms of this EULA and all the documents referred to in it, we grant you a non-transferable, non-exclusive, revocable licence to use the App. We reserve all other rights. You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in this EULA.

6.3 We welcome any feedback you may have on the App. However, please note that any feedback, ideas or suggestions you send us through the App will be treated as non-confidential and non-proprietary. You agree that we are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in any feedback you provide to us for any purpose including, but not limited to, developing, manufacturing, advertising and marketing us and our products.

**7. Changes**

7.1 We reserve the right to update, change, suspend and/or discontinue all or any part of the App, the Services or their features from time to time, and change and update this EULA. Unless the reason for the change is due to a change in law or for security reasons – in which case we may need to change this EULA on shorter notice – we will endeavour to provide you with at least ten (10) days' advance notice of any material changes. If you do not wish to continue using the App or the Services following material changes to this EULA, you can cancel your agreement to this EULA by following any of the processes set out in clause 10.5.

7.2 By continuing to access or use the App after any revisions become effective, you agree to be bound by the revised EULA.

**8. Software updates**

8.1 We may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the App and the Services ("**Updates**"). All such Updates will be deployed by us and installed automatically. If you do not want such Updates, you can terminate your Account by following the processes set out in clause 10.5.

8.2 From time to time, updates to the App may be issued through the applicable app store from which you downloaded the App. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.

**9. Limitation of Liability**

9.1 If we fail to comply with this EULA, we are responsible for loss or damage you suffer that is a direct result of that failure, but we are not responsible for any loss or damage that is not foreseeable or which is indirect or consequential. Kaluza has no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

9.2 Nothing in this EULA will limit or exclude our liability for:

- 9.2.1 death or personal injury caused by negligence;
- 9.2.2 fraud or fraudulent misrepresentation; or
- 9.2.3 any other matter in respect of which it would be unlawful to limit or exclude liability.

9.3 The App may contain links to third party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content of any third party websites or services. We will not be liable for any loss or damage that may arise from your use of them.

9.4 The App may contain inaccuracies or typographical errors. We make no guarantees about the reliability, availability, timeliness or accuracy of the content included on the App.

9.5 The App is for domestic purposes only. You agree not to use the App, or any content on it, for any commercial, business or resale purpose.

9.6 Nothing in this EULA affects your statutory rights.

9.7 Save as set out in clause 9.2, our maximum liability to you under this EULA is limited to \$100.

**10. Suspension and Termination**

10.1 From time to time we may need to temporarily suspend the App, for example in order to carry out system maintenance, to implement security measures and address systems issues.

10.2 Circumstances outside of our control may also cause interruption to or failure of the App. These include, but are not limited to, internet and connectivity interruptions, power outages, and issues with third party systems which interact with the App.

10.3 If you breach any of the terms of this EULA, subject to applicable law we may immediately do any of the following:

- 10.3.1 provide you with a warning;
- 10.3.2 suspend or terminate your Account;
- 10.3.3 withdraw your right to use the App, on a temporary or permanent basis;
- 10.3.4 issue legal proceedings against you for reimbursement of all costs resulting from your breach (including, but not limited to, reasonable legal and administrative costs);
- 10.3.5 take further legal action against you; and/or
- 10.3.6 disclose such information to law enforcement authorities as we feel is reasonably necessary.

10.4 If we withdraw your right to use the App:

- 10.4.1 all rights granted to you under this EULA will terminate;
- 10.4.2 you must immediately stop all activities authorised by this EULA, including your use of the Services; and
- 10.4.3 you must immediately delete all copies of the App.

10.5 Either you or we may terminate this EULA at any time for any reason. If you wish to terminate your agreement to this EULA, you may:

- 10.5.1 cancel your Account;
- 10.5.2 discontinue using the App; or
- 10.5.3 email our support team at [support-calicharge@kaluza.com](mailto:support-calicharge@kaluza.com).

Please note that if you wish to delete your Account and destroy all data we hold in relation to your Account, you will need to contact us at: [support-calicharge@kaluza.com](mailto:support-calicharge@kaluza.com). Any personal data associated with your Account will be handled in accordance with our privacy policy.

**11. Other Important Information**

11.1 Each of the clauses of this EULA operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

11.2 If we delay in enforcing this EULA against you, we reserve our rights to enforce it later. If we do not immediately insist that you do anything you are required to do under this EULA, or if we delay in taking steps against you for breaching its terms, that will not mean that you do not have to do those things and will not prevent us taking steps against you at a later date.

**12. Governing Law and Jurisdiction**

12.1 This EULA is governed by English law, to the maximum extent permitted under applicable laws. This means that your download, access to, and use of the App and any dispute in relation to any of those things will be governed by English law.

12.2 You can bring legal proceedings in the English Courts.

12.3 Notwithstanding clauses 12.1 and 12.2 nothing in this EULA affects your rights as a consumer to rely on any mandatory provisions of local law which apply to use of the App in your jurisdiction.

13.      **Contact**

13.1      If you need to contact us for any reason, please email: [support-calicharge@kaluza.com](mailto:support-calicharge@kaluza.com)

**EULA last updated: 20 March 2025**

**Appendix 1**

**Additional App Terms**

In this Appendix, “**App Store Provider**” means the provider of the app store from which you have downloaded our mobile App (for example, if you downloaded the App from the Apple App Store, Apple will be the App Store Provider and if you downloaded the App from the Google Play store, Google will be the App Store Provider).

1.    You acknowledge and agree that this EULA has been concluded between you and us, and not the App Store Provider. You acknowledge and agree that the App Store Provider is not responsible for the App and the content in the App.
2.    You acknowledge and agree that the App Store Provider is not responsible for providing any maintenance or support in relation to the App.
3.    In the event that the App does not conform to any product warranty set out in this EULA, the App Store Provider may provide you with a refund of the price you paid for the App (if any). The App Store Provider shall, to the maximum extent permitted by law, have no further warranty obligation with respect to the App.
4.    You acknowledge and agree that the App Store provider shall not be responsible for any claims that you might have in connection with the App including, but not limited to: (i) product liability claims, (ii) any claim that the App does not conform to a legal or regulatory requirement, and (iii) any claims arising under consumer protection or similar legislation.
5.    If a third party claims that your use of the App infringes that third party’s intellectual property rights, you acknowledge and agree that we (and not the App Store Provider) will be solely responsible for the investigation, defence, settlement and discharge of any intellectual property infringement claim.
6.    You warrant and represent that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated a “terrorist supporting” country by the U.S. Government, and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
7.    You agree to comply with all applicable third party terms when using the App.
8.    If the App Store Provider is Apple, you acknowledge and agree that Apple and its subsidiaries are third party beneficiaries to this EULA. Upon your acceptance of this EULA, Apple will have the right to enforce the EULA against you as a third party beneficiary.