## These user terms and conditions (**Terms**) apply to the customer’s (**you, your**) use of the Services provided by Eudora Investments Limited (**us, we, our**). Your access to, and use of, the Services are conditional upon your acceptance and compliance with these Terms and the Privacy Policy (together our **Terms of Use**). If you do not accept these Terms of Use, you must immediately cease use of the Services.

# Our Services

## When we refer to our Services, we are referring to the following Services:

#### our website at <https://www.eudoraplus.co.nz/> (**Website**);

#### our mobile application Eudoraplus(**App**); and

#### renting one of our shared power bank products from a power bank charging station (**Power Bank**).

# Amendments

Your use of, and/or access to, our Services constitutes your agreement to the Terms of Use. We reserve the right to amend the Terms of Use at any time. Any amendments will be effective immediately when available on the Website and/or our App. Your continued use of Services following such notification will represent an agreement by you to be bound by the amended terms and conditions. Since you are bound by these Terms of Use, you should periodically refer to them on the Website and/or the App.

We may modify the Website and/or the App, including without limitation removing features or functionality, at any time without notice to you.

# Your account with us

## You will need an account to use the App and to rent a Power Bank (**Account**). To create an Account you will need a valid payment method such as a valid credit card or debit card, or other approved payment method accepted by our payment provider. All payment information will be processed by our third party payment provider and we do not receive or store this information. If you do not provide your payment information, or it expires or becomes invalid, you will be unable to use the App or our Power Banks.

## When you create an Account with us or download the App onto your mobile device you will be required to accept and be bound by these Terms of Use.

## You agree and acknowledge that:

#### your login credentials, including your username and password (**Security Credentials**), must not be shared with any third party, you are responsible at all times for the security and confidentiality of your Security Credentials;

#### you must not permit any third party to log in to, use your Security Credentials or access your Account in any way;

#### you will not, attempt to do, or allow anything to be attempted to be done which may disable, damage, provide unauthorised access to or otherwise interfere with the proper functioning of the Website or the App;

#### you are responsible for all activity undertaken by or through your Account, including without limitation the responsibility for the rental of any Power Bank;

#### you are only entitled to one Account; and

#### all information that you have provided to us, is true, correct, complete and up to date, including your contact and payment details, and complies with applicable law.

You are to notify us immediately if you have any reason to believe that your Security Credentials or your Account has been compromised or if there has been any unauthorised use of your Security Credentials or your Account.

We may suspend or terminate your Account without notice if we consider that you have, or are reasonably likely to have, breached these Terms of Use.

# Power Bank rental

You can rent a Power Bank from us at one of our designated charging locations (**Charging** **Stations**). The rental period begins when you agree to rent a Power Bank through our App and remove the Power Bank from the Charging Station until you return it to one of our Charging Stations (**Rental Period**). The Power Bank may be rented for a maximum rental period of 24 hours (**Maximum Rental Period**).

During the Rental Period you acknowledge and agree:

#### the Power Bank shall remain our property at all times;

#### that the Power Bank shall remain at all times in your possession and that you will be the sole user of the Power Bank;

#### that you shall not rent, licence or make the Power Bank available to any third party;

#### that you will not tamper, dismantle, deface, or make any modifications whatsoever to the Power Bank and only use the Power Bank for its intended purpose;

#### that you will protect and safeguard the Power Bank at all times while in your possession and shall report to us any damage or any loss whatsoever to the Power Bank as soon as possible;

#### to keep the Power Bank free from damage/loss/destruction or theft;

#### a Power Bank only has a certain level of charging capability and the level of battery power within the Power Bank will reduce when used;

#### the level of charge left in a Power Bank may vary at the time that the Power Bank is rented by you and operation of the battery may vary with each use;

#### it is your responsibility to check the level of charge remaining in a Power Bank when you remove it from the Charging Station and replace the Power Bank within 5 minutes if you determine there is insufficient charge, if it is not replaced within three minutes you will be charged a fee;

#### the Power Bank may run out of charge before your device has been fully charged by the Power Bank and cease to operate, it is your responsibility at all times to return the Power Bank as soon as possible when this occurs to an available Power Station, for the avoidance of doubt Fees are payable for the entire Rental Period;

#### you will not use the Power Bank with any incompatible device or where the manufacturer of the device you are using requires a specific form of charger; and

#### you will return the Power Bank within the Maximum Rental Period, if you do not return the Power Bank to one of our Charging Stations within the Maximum Rental Period you will be charged the Replacement Fee as noted in clause 7 below.

# Where you are unable to locate a Charging Station to return a Power Bank then you must contact our customer service team as soon as possible.

# Defective Power Bank

#### Before using a Power Bank you will need to inspect the Power Bank to ensure that the Power Bank is in good condition with no obvious damage or maintenance required.

You agree to cease use of any Power Bank which appears damaged or requires maintenance and report any damage to us.

If you find the Power Bank to be damaged or defective in any way, then you must return the Power Bank to the Charging Station within three minutes of removing it from the Charging Station to avoid being charged any fees. If you return the defective Power Bank and no other Power Banks are available or the 3 minute return time has been exceeded you shall contact our Customer Service Team immediately on 0800 607 607 help@eudoraplus.co.nz and we will assist you.

# User damage

# Where the Power Bank is lost, stolen or damage while in your possession, we reserve the right to charge you the Replacement Fee as set out in clause 7 below.

# Charges and Payment

## When you rent a Power Bank you agree to pay us the fee prescribed in, and in accordance with our standard fees and/or your selected payment plan set out on the App and/or our Website [www.eudoraplus.co.nz](http://www.eudoraplus.co.nz/). All prices are inclusive of GST. We reserve the right to amend the price for our Services at any time and will notify any price change on our App and/or Website. If you do not agree to our amended fees, then you must refrain from using our App or Power Banks.

## Where you believe you have been incorrectly charged or you are not satisfied with the Service you have paid for then you may contact us through the App or by emailing our support team at [help@eudoraplus.co.nz] as soon as possible after you have become aware of the issue. Any request for a refund or credit will be assessed on a case by case basis. Where you are a consumer as defined in the Consumer Guarantees Act 1993 we will act in accordance with our obligations under that Act.

Where a Power Bank is not returned within the Maximum Rental Period, the Power Bank will be considered to have been purchased by you for the Replacement Fee as notified on our Website and/or App from time to time, being the replacement price for the Power Bank being the value of renting the Power Bank for the Maximum Rental Period . At that point you will own the Power Bank and title and risk in the Power Bank will transfer to you.

# Use of our Services generally

## Where you use any of our Services you agree and acknowledge:

#### not to modify, copy, reproduce, adapt, store (other than in a browser cache) republish, frame, upload to a third party website, link to, post, transmit, reverse engineer, decompile, segment or distribute any content on the Website or the App in any way, except as expressly authorised in these Terms of Use or in writing by us;

#### to ensure that the process which you employ for accessing our Website and/or App does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not warrant that the Website or the App, or any linked site, is free of viruses, malicious computer code or other interference. We do not accept responsibility for interference or damage to your computer system which arises in connection with your use of the App, the Website or any linked site; and

#### we do not warrant that the Website will be always available, free from errors, malfunctions, or other failures. The Website and App may be temporarily suspended from time to time for maintenance.

Our Services are provided as is and we do not warrant that the Service will be always available, free from errors, malfunctions, or other failures. The Services may be suspended from time to time for maintenance.

## Subject to these Terms of Use, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App on your personal device for the use with our Services. Such rights are for your personal, noncommercial use only.

# Your liability

Notwithstanding anything else in this Agreement, we will not be liable whatsoever to you for any direct loss, indirect loss, consequential loss, loss of profit, loss of bargain, loss of business opportunity or exemplary damages suffered by you or any other person, flowing from your breach of this Agreement or misuse of the Power Bank whether contemplated by this Agreement or not, and whether actionable in contract, tort (including negligence), equity or otherwise.

# Trade Marks

Except where otherwise specified, any word or device to which the ® symbol is attached is a registered trade mark, and any word or device to which the TM symbol is attached is an unregistered trade mark. You are not permitted to use any of our trade marks, trade names, logo’s, devices or by-lines without our prior written consent.

# Intellectual Property

# You agree and acknowledge that we are the owner or licensee of all intellectual property rights related to the Power Banks and the Services. You shall not:

#### (a) use, distribute, duplicate, modify or otherwise alter our intellectual property or a third party in respect of the Power Banks and the Services;

#### (b) tamper with or remove any markings, trade marks, patent numbers, registration numbers or other indication of the source of origin of any Power Bank or descriptions required by law which are placed by us, or our suppliers or licensors, on the Power Banks;

#### (c) claim any rights, title or interests in or to the intellectual property in the Power Banks or the Services;

#### (d) damage or otherwise endanger our, or any of our suppliers or licensors’, intellectual property rights in the Power Banks or the Services; or

#### (e) use the intellectual property and/or the Power Banks or Services other than as is intended.

# Security of information

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we will use reasonable endeavours to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information that is transmitted to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will use reasonable endeavours to preserve the security of such information.

We use a third party to undertake all financial transactions in relation to the App. Accordingly, you will be providing that third party with your payment information, via a payment portal. As this is also a data transmission over the internet, such data transmission is at your own risk, and is in accordance with the third party’s privacy policy and terms of use.

# Disclaimer

Any information contained on our Website and/or App is for general information purposes only, and is not tailored to your specific needs or requirements.

We do not accept liability for any loss, damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Website, App or any linked website, nor do we accept any liability for any such loss arising out of your use of or reliance on information contained on or accessed through the Website or our App. We encourage you to review the applicable terms of use of any linked website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under any such condition or warranty, that condition or warranty will be deemed included to the minimum extent required by law, but, to the extent permitted by applicable law, our liability will be limited for a breach of that condition or warranty to supplying of the services again or refunding the price payable for the services.

For the avoidance of doubt, these Terms do not attempt or purport to exclude liability arising under statute if, and to the extent, that such liability cannot be lawfully excluded. If you purchase services from us for a business purpose, then you agree that the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumer Guarantees Act 1993 are excluded by mutual agreement and do not apply.

# Copyright

Copyright in Website and the App (including text, graphics, photos, logos, icons, sound recordings or video recordings) are owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under the New Zealand Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions or in any other written agreement between you and us, you may not in any form or by any means:

#### copy any of the Website and/or App content, except for the sole purpose of viewing the Website and/or the App;

#### adapt, reproduce, store, distribute, print, modify, display, perform, publish, reverse engineer, decompile, segment or create derivative works for any part of the Website and/or the App; or

#### use any information, products or services obtained from any part of the Website and/or App for a commercial purpose;

without our prior written permission.

# Availability of Services

Our Services (including our Power Bank rental) may not be available from time to time. The reference to our Services on the Website and/or App do not imply or warrant that our Services will be available at any time in your particular location. You should check with our authorised representatives for the availability of specific Services in your area.

The number of Power Banks is limited, and we do not guarantee that a Power Bank will be available to you at any particular time. Any access to our Power Banks is dependent on actual availability of the Power Banks at any time. We provide no representation or warranty as to the availability of our Services or the availability of any Power Bank at any time, including where the App indicates that a Power Bank is available at a specific location.

# Miscellaneous

## **Suspension and Termination**

We may suspend or terminate your access to our Services at any time, if we consider that you have, or are reasonably likely to have, breached these Terms of Use, without notice.

In the event of suspension or termination, your rights and benefits pursuant to these Terms of Use shall be suspended or terminated (as applicable), however all disclaimers, limitations restrictions and obligations set out in these Terms of Use, and all licenses granted by you pursuant to these Terms of Use, will survive.

## **Dispute Resolution**

Where any dispute arises between you and another user of the Website you agree to in good faith use best endeavours to attempt to resolve the dispute amicably through negotiation or other informal means before pursuing any further formal action. We will not be a party to any such dispute.

In the event of any dispute between you and us, the parties shall first seek to resolve such dispute by promptly giving notice of such dispute to the other party and cooperatively endeavouring to resolve such dispute. If the dispute remains unresolved the parties shall then seek a resolution through the use of mediation prior to seeking resolution through the Courts.

## **Privacy**

Any personal information you provide in your membership application will be collected, used and stored in accordance with our Privacy Policy.

## **Governing Law**

These Terms of Use will be governed by and construed in accordance with the laws of New Zealand. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand.

## **Severance**

If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement, which will continue in full force and effect. All rights not expressly granted herein are reserved.

## **No waiver**

None of the provisions of these Terms of Use will be waived by us except when such waiver is given in writing and signed by us.

## **Non Circumvent**

You will not circumvent or attempt to circumvent the provisions and/or intent of these Terms of Use.

## **Survivorship**

Termination or expiry of these Terms of Use for any reason (including in the event of misrepresentation) will not affect the rights and obligations of the parties that are intended to survive such termination, and any other provision to the extent required in order to give effect to such provisions.

## **Notices**

Any notices required to be given by the parties pursuant to these Terms of Use shall be delivered in writing to that parties last known email address, from time to time.

## **Contact**

You are welcome to contact us at: [info@eudoraplus.co.nz or 0800 607 607 ]