Bright Charge APP TERMS AND CONDITIONS

Updated: July 2025

1. INTRODUCTION

These terms and conditions (**Terms**) constitute the agreement which is entered into by Bright Connect Pty Ltd ACN 632 552 900 (**Bright Connect, Us** or **We**) and You (**You**) which govern Your access to and use of the Bright Charge App (**Bright Charge App**), including any content, functionality, products, and services, offered through the Bright Charge App. By accessing or using the Bright Charge App, You agree to be bound by these Terms. Bright Connect may amend these Terms from time to time, and You will be subject to any Terms in their amended form. It is Your responsibility to regularly check the Bright Charge App for updated versions of these Terms. If You object to any variation to these Terms, Your only remedy is to immediately discontinue Your use of the Bright Charge App.

2. MANAGEMENT OF CHARGING STATIONS

The Bright Charge Network is the EV charging network managed by Bright Connect. Using a Charging Station on the Bright Charge Network is done at Your own discretion and risk and Bright Connect shall not be liable for any damages, malfunctions, or any other consequences arising from such use.

3. ACCOUNT REGISTRATION

3.1 Eligibility: The Bright Charge App can be downloaded from the App Store or Google Play Store. You must be at least 18 years and have the legal capacity old to create and use a Bright Charge App account (**Bright Charge App Account**). By creating a Bright Charge App Account, You represent and warrant that You meet this requirement.
3.2 Account Information: You agree to provide accurate, current, and complete information when creating a Bright Charge App Account and to keep this information updated.
3.3 Account Security: You are solely responsible for maintaining the confidentiality of Your Bright Charge App Account login information and for all activities conducted on Your Account, whether authorised by You or not. You agree to notify Bright Connect immediately of any unauthorised use or security breach related to Your Bright Charge App Account.

4. FEES, PAYMENTS, AND REFUNDS

4.1 General Information about Fees and Charges

(a) Fees and charges include GST unless stated otherwise.
(b) Fees and charges are exclusive of bank fees, credit card fees, and currency fees, unless expressly stated otherwise, and You agree to pay, and indemnify Bright Connect for any such fee that may be payable.

4.2 Payment Method and Payment Processing

(a) You agree that You own or are authorised to use the payment methods (**Payment Methods**) in Your Bright Charge App Account.
(b) You agree to pay and accept full responsibility for the charging cost (**Charging Cost**) and all fees (**Fees**) for charging sessions (**Charging Sessions**) conducted on Your Bright Charge App Account.
(c) The payment processing provider used by the Bright Charge App is Stripe, Inc. (**Stripe**). You authorise payments for Charging Sessions to be processed from the primary Payment Method (**Primary Account**) listed in Your Bright Charge App Account.

4.3 Pre-Authorisation Hold

(a) You authorise a pre-authorisation hold (Pre-Authorisation Hold) on $25.00 of the available balance on Your primary credit or debit card (Primary Account), when You initiate a Charging Session. The Pre-Authorisation Hold is not a charge, but a temporary hold placed on the available balance on Your

credit or debit card, which is set aside by Your card issuer, but not transferred to Bright Connect. The Pre-Authorisation Hold is required to verify that the card is active and can cover the potential Charging Cost, prior to any electricity being dispersed..

(b) The Pre-Authorisation Hold on $25.00 only lasts until the end of the Charging Session. If the Charging Cost of the Charging Session is less than $25.00, funds on hold that exceed the Charging Cost will be released. For example, if the Charging Cost is $21.00, $4.00 will be released (i.e. $25.00 Pre-Authorisation Hold minus $21.00 Charging Cost equals $4.00 released back to the credit or debit card at the end of the Charging Session). Although the hold is released immediately after charging, it may take several Business Days, depending on the card issuer's policies, for the amount to be released back into the card's available balance.

(c) If the Charging Cost exceeds the Pre-Authorisation Hold on $25.00, the entire hold will be released, and Bright Connect will attempt to deduct the total Charging Cost from Your Primary Account. If sufficient funds are not available in Your Primary Account, a payment failure email will be triggered, prompting You to visit the Bright Charge App and pay for the Charging Session via an alternative payment method. You will not be able to charge with Bright Connect again, until the unpaid transaction is cleared.

(d) The Pre-Authorisation Hold on $25.00 is initiated at the start of the Charging Session. If a Charging Session stops for any reason and less than 0.5kWh of electricity has been dispensed, You will not be charged, and the $25.00 Pre-Authorisation Hold will be released. If 0.5kWh or more of electricity has been dispensed, then You will be charged the Charging Cost for the Charging Session as per clause 4.4.

(e) Bright Connect only places one Pre-Authorisation Hold on Your Primary Account per day, to avoid multiple holds occurring if You attempt to initiate multiple Charging Sessions in a single day.

4.4 Charging Cost

(a) The Charging Cost for a charging session includes the charging fees (**Charging Fees**) and a service fee (**Service Fee**).

(b) One or more of the following Charging Fees may apply to the use of a Charging Station:

i. Flat fee (**Flat Fee**): the cost that applies to a Charging Session regardless of the electricity consumed or the duration of the Charging Session;

ii. Price/kWh (**Price/kWh**): the cost that applies for every kilowatt-hour of electricity consumed during a Charging Session;

iii. Price/min (**Price/min**): the cost that applies for the duration of the Charging Session in minutes;

iv. Idle parking/min (**Idle Parking Fee**): the cost that applies per minute if a vehicle remains connected to a Charging Station after the Charging Session has been completed. A 10-minute grace period is provided before Idle Parking charges apply.

(c) The Service Fee includes the payment processing fee charged by Stripe and a fee for facilitating the Charging Session. The Service Fee only applies to paid Charging Sessions. Charging Sessions with a $0.00 Charging Cost are exempt from the Service Fee unless Idle Parking Fees are incurred, in which case the Service Fee will apply. The minimum Service Fee is stated in the information about an individual Charging Station (**Charging Station Listing)** that is displayed in the Bright Charge App.

4.5 Refunds

If You request a refund, then subject to applicable laws (**Applicable Laws**), including Australian Consumer Law, the following conditions apply:

(a) Eligibility for Refund: Refunds will only be considered where the Bright Charge App has malfunctioned or been offline or there have been billing errors or other issues directly attributable to the operation of the Bright Charge App that prevented You from charging Your EV.

(b) Refund Request: To request a refund, You must submit a written request to Bright Connect within 30 days from the date of the transaction. Your request must include proof of payment, details of the issue

encountered and any other relevant information. All refund requests will be reviewed in accordance with these Terms. The final determination for refunds will be solely at Bright Connect's discretion.

(c) Refund Processing: Refund requests will be reviewed and processed by Bright Connect within 14 days. If approved, the refund will be issued to Your original Payment Method.

(d) Non-Refundable Fees: Fees will not be refunded in cases where You did not follow proper usage instructions, failed to pay the correct amount, or encountered issues unrelated to the functionality of the Bright Charge App.

4.6 Suspension or termination for non-payment

(a) If payment for Your use of a Charging Station is declined, then You must rectify this immediately. You will be unable to conduct another Charging Session on the Bright Charge App until Your payment default is rectified and failure to do so may result suspension or termination of Your Bright Charge App Account. You may rectify Your payment default by using an alternative Payment Method in the Bright Charge App.

(b) If You fail to pay any outstanding Fees within thirty (30) days of them being due then Bright Connect may institute legal proceedings to collect any unpaid balance on Your Bright Charge App Account and any fees, costs or other expenses incurred by Bright Connect in connection with such legal proceedings.

5. SUPPORT

Contact information for Support is available by clicking the "Help" button, near the top of each Charging Station Listing in the Bright Charge App.

6. USE OF THE BRIGHT CHARGE APP

6.1 Permitted Use: You agree to use the Bright Charge App solely for its intended purpose of locating and using Charging Stations. Unauthorised use of the Bright Charge App, including but not limited to fraud, abuse, or exploitation, is strictly prohibited.

6.2 Prohibited Activities: You agree not to:

(a) use the Bright Charge App in any unlawful manner or for any unlawful purpose.

(b) interfere with or disrupt the Bright Charge App functionality or its Software.

(c) attempt to gain unauthorized access to any portion of the Bright Charge App Software or any related systems or networks.

6.3 Reasonable Care: You must use reasonable care when using any Charging Station. Bright Connect shall not be liable for any loss or damage to any Charging Station, which occurs during Your use of any Charging Station, whether caused by Your misuse or intentional damage, or by the passengers of Your EV, or others with You.

6.4 Acknowledgements: You acknowledge and agree that, subject to Applicable Laws, including Australian Consumer Law:

(a) Bright Connect is not liable to You or any other person for any disruption or interruption to the operation of the Bright Charge App;

i. while Bright Connect uses reasonable endeavours to ensure that the operation of the Bright Charge App is available continuously, Bright Connect does not make any representations or warranties that Your access will be uninterrupted, timely, error free, or that any defects will be corrected, or that Your use of the Bright Charge App will provide specific results or benefits and We will not be liable for the same;

ii. Bright Connect is not responsible to You, when You use the Bright Charge App, for any loss caused by any circumstances beyond Bright Connect's reasonable control, including:

iii. faults or defects or circumstances that arise due to incompatibility of the Bright Charge App with Your EV, including an inability to charge or mobilise Your EV;

iv. the actions or conduct of other users; or

v. any unexpected event (**Unexpected Event**).

(c) You acknowledge and agree that the quality and reliability of power supplied by the Charging Station, is a matter outside Bright Connect's reasonable control and is not Bright Connect's responsibility;

(d) any defect or fault with Your EV, its electrical system and its battery are entirely Your responsibility and at Your risk. You are responsible for ensuring the proper functioning of Your EV and its battery management system;

(e) Bright Connect makes no representations or warranties as to the suitability, correctness or reliability of the Bright Charge App. You accept that it is Your responsibility to diligently check the suitability, correctness or reliability of any Charging Station You locate and use with the Bright Charge App;

(f) You must use reasonable care when using any Charging Station located through the Bright Charge App. You are liable for any loss or damage to any Charging Station which occurs during Your use, whether caused by misuse or intentional damage by You or the passengers of Your EV or others with You, excluding where such loss or damage results from matters outside of Your reasonable control;

(g) You must comply with all Applicable Laws and regulations and must ensure that Your acts or omissions do not adversely affect the health and safety of others while using any Charging Station. You are solely responsible for the safe use of the charging services and for Your own personal safety and that of the passengers of Your EV and others with You, at all times while using any Charging Station;

(h) if You use any Charging Station using an EV which does not belong to You, then You agree that the act of doing so will also bind the owner of the EV You are driving and You warrant Your authority to bind that person.

7. USER CONTENT, CUSTOMER DATA AND INTELLECTUAL PROPERTY

7.1 You are solely responsible for any content you submit or upload through the Bright Charge App. By doing so, you grant Bright Connect a non-exclusive, royalty-free licence to use and display that content solely for the purpose of operating, maintaining and improving the Bright Charge App. This licence automatically ends when you delete the content or close your Bright Charge App account.

7.2 You acknowledge that Your use of the Bright Charge App and its associated support services (**Support Services**) will generate customer data (**Customer Data**) which is stored by or on behalf of Bright Connect and the App Developer and is accessible by Bright Connect and the App Developer. You also acknowledge that Bright Connect and the App Developer may provide personal information (**Personal Information**), including Your name, location and concerns relating to Your use of the Bright Charge App, to their agents, contractors, service providers and related companies for the purposes of supporting and improving the Bright Charge App, Support Services, and the Software.

7.3 You grant to Bright Connect and the App Developer the rights to access and use Your Customer Data for the purposes of providing the Bright Charge App and associated Support Services to You. Bright Connect and the App Developer may access and use Your Customer Data at its discretion.

7.4 You agree not to, nor allow others to, upload, store or access any Customer Data on the Bright Charge App or Software if such use may breach any privacy law (**Privacy Law**) or breach any other Applicable Law. Bright Connect and the App Developer reserves the right to remove Your Customer Data from the Bright Charge App that Bright Connect and/or the App Developer considers is in breach of Privacy Law.

7.5 You acknowledge and agree that unless otherwise agreed in writing, all intellectual property rights (**IP Rights**):

(a) in Your Customer Data, excluding Personal Information collected by Bright Connect and the App Developer; and

(b) in any material created in connection with Your use of the Bright Charge App or Support Services;

Any intellectual property rights in your Customer Data and in any material you create through your use of the Bright Charge App remain your property. You grant Bright Connect a non-exclusive licence to use that material solely for the purpose of providing the Bright Charge App and related services.

8. USE OF CUSTOMER DATA

8.1 You agree that Your Customer Data (including Personal Information that You provide to Bright Connect and the App Developer), may be used by Bright Connect and the App developer to:

(a) collect information and aggregate data on Your use of the Bright Charge App and associated Support Services;
(b) carry out the installation, activation, de-installation, disconnection, servicing, updating or testing of the Bright Charge App and any associated Software;
(c) develop enhancements for the Bright Charge App and additional services for Users;
(d) carry out research and behavioural analysis.

8.2 Bright Connect and the App Developer may provide Your Customer Data to their agents, contractors, service providers and related companies for the purposes of, or in connection with Your use of the Bright Charge App and Support Services, for the same purposes detailed in subclause 8.1 above.

8.3 You agree that Bright Connect and the App Developer may use and analyse Your Customer Data (including Personal Information that You provide to Bright Connect and the App Developer) for the purpose of improving the Bright Charge App, Support Services and Software;

8.4 You acknowledge that some of Bright Connect's service providers are located outside Australia (currently including Singapore and the United States). Before disclosing any personal information overseas, Bright Connect will take reasonable steps to ensure the recipient handles the information in accordance with the Australian Privacy Principles (APP 8).

9. TERMINATION

9.1 Termination by Bright Connect: Bright Connect reserves the right to terminate Your access to the Bright Charge App with immediate effect, at any time, with or without cause, if You violate these Terms or for any other reason deemed appropriate by Bright Connect, including where:

(a) any of Your acts or omissions have resulted in:
    i. damage to real property or personal property, including a Charging Station;
    ii. personal injury, illness or death; or
    iii. damage or disruption to the Bright Charge App and its associated Software;
(b) You have breached a provision of these Terms; or
(c) Bright Connect has a reasonable belief that You are using the Bright Charge App unethically, unlawfully or contrary to any law or regulation; or
(d) Bright Connect is required to do so by law.

9.2 Termination by You: You may delete Your Account at any time by clicking "delete account" within the Bright Charge App or by contacting Bright Connect.

9.3 Survival of Indemnities: Any indemnities given by You and any limitations of Bright Connect's liability survive such termination. Termination does not affect the rights of either Party accrued up to the date of termination. The termination or expiry of our agreement does not operate to terminate any rights or obligations that by their nature are intended to survive termination or expiration.

10. SUSPENSION

10.1 Bright Connect may suspend Your use of the Bright Charge App if it reasonably determines that it is necessary to do so, including where:

(a) The Bright Charge App requires maintenance or upgrading;
(b) the operation of the Bright Charge App is disrupted or prevented because of an event outside Bright Connect's reasonable control (including an Unexpected Event), or for safety reasons.

10.2 Subject to Applicable Laws, Bright Connect shall not be liable to You or any third Party for any loss or damage whatsoever suffered by any person as a result of any such suspension under these Terms.

10.3 Neither Party will be liable for any failure to perform or delay in performing its obligations under these Terms if that failure or delay is due to an Unexpected Event. This paragraph does not affect the obligation to make payment under these Terms.

11. DISCLAIMERS

11.1 The Bright Charge App is provided "as is" and "as available" without any warranties of any kind, either express or implied. Bright Connect does not guarantee that the Bright Charge App will be available at all times or that it will meet Your requirements.

11.2 Subject to the Limitation of Liability provisions of these Terms, all express or implied representations, conditions, warranties and provisions relating to these Terms that are not contained in it, are excluded to the fullest extent permitted by law.

11.3 Subject to the Limitation of Liability provisions of these Terms, Bright Connect does not give any guarantee, indemnity or warranty or make any representation of any kind, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage or trade or otherwise with respect to the provision of the Bright Charge App and Support Services in connection with these Terms, except as expressly stated in it or under a consumer guarantee which cannot be legally excluded.

11.4 Despite anything contained in these Terms, the Australian Consumer Law may give You statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms.

12. INDEMNITY

12.1 To the extent permitted by law, and except to the extent caused or contributed to by Bright Connect's negligence, fraud or wilful misconduct, you agree to indemnify and hold Bright Connect harmless from reasonable, direct losses arising from:

(a) any breach of these Terms by You;
(b) the misuse by You of the Bright Charge App;
(c) Your dealings with Third Parties, including through or in connection with the Bright Charge App;
(d) corruption or inaccessibility to the Bright Charge App or underlying or incorporated code or systems (including of a Third Party), and including as a result of unauthorised access;
(e) electrical outages, power surges, brown-outs, utility, load management or any other similar electrical service interruptions affecting the Bright Charge App;
(f) interruptions in internet, wireless or mobile services affecting the Bright Charge App;
(g) use of Your Customer Data;
(h) any breach of Third-Party terms.

13. LIMITATION OF LIABILITY

13.1 If Bright Connect is found to be liable for a breach of these Terms and liability cannot be excluded, to the fullest extent possible under the law, Bright Connect limits its liability to You for any breach to the re-supply or repair of the Bright Charge App or Support Services affected by the breach, or payment of an amount equivalent to the relevant Fees paid by You for the provision of the Bright Charge App or Support Services affected by the breach (up to a maximum of the 12 months preceding any such claim).

13.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy

conferred on you by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement.

14. INTELLECTUAL PROPERTY

14.1 You acknowledge and agree that:

(a) Bright Connect (or its nominee) owns the IP Rights to the Bright Charge App, and the App Developer owns all the IP rights to the Software licensed to Bright Connect for the purpose of creating and operating the Bright Charge App;

(b) You will not do, omit to do, nor assist any person to do, anything that may invalidate or adversely affect the Bright Connect's or the App Developer's IP Rights and related goodwill of the Bright Charge App or the App Developer's Software;

(c) except only to the extent to which rights are expressly granted to You by these Terms, no rights related to Bright Connect's IP Rights to the Bright Connect App or the App Developer's IP Rights to the Software pass to You;

(d) You must not assert or exercise any of the exclusive rights of Bright Connect or the App Developer, except as expressly permitted by these Terms; and

(e) You grant to Bright Connect and the App Developer the rights to use Your Customer Data for the period during which You use the Bright Charge App and the App Developer's Software for the purposes of providing the Bright Charge App and the App Developer's Software to You.

15. ISSUES AND COMPLAINTS

15.1 If You have an issue with the Bright Charge App, You should contact Bright Connect for assistance.

15.2 If a dispute arises under these Terms, then the Parties agree to first seek to resolve the issue through informal discussions. The Party seeking resolution must notify the other Party in writing of the nature of the dispute and provide a reasonable opportunity for the other Party to respond.

15.3 The Parties agree to negotiate in good faith to resolve the dispute amicably. This may involve direct discussions, mediation, or other informal means of resolution.

15.4 If the dispute remains unresolved after 30 days, either Party may submit the matter to binding arbitration. The arbitration will take place in Perth, Western Australia, under the Resolution Institute Arbitration Rules. The arbitrator may allocate their fees and the costs of the arbitration as they consider appropriate, provided that a consumer will not be required to pay costs that are unreasonable in the circumstances.

16. PRIVACY POLICY

Any Personal Information provided by You during Your use of the Bright Charge App, the Support Services and Software is governed by Bright Connect's Privacy Policy in accordance with the Privacy Act 1988 and the Australian Privacy Principles. The Privacy Policy describes how Bright Connect collects, stores, uses, discloses and protects Your Personal Information. You can access the Bright Connect Privacy Policy by visiting https://brightconnect.com.au/privacy-policy.

17. GOVERNING LAW

These Terms are governed by, and construed in accordance with, the laws of Western Australia, to the extent permitted by law. You may also have the right to bring proceedings in the jurisdiction where you ordinarily reside.

18. MISCELLANEOUS

18.1 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

18.2 Entire Agreement: These Terms constitute the entire agreement between You and Bright Connect regarding Your use of the Bright Charge App and supersede all prior agreements and understandings.

18.3 Notice: A notice given by a Party under these Terms must be delivered to the other Party to the email address or physical address of the other Party as notified to the Party for this purpose.

19. CONTACT INFORMATION

If You have any questions about these Terms or the Bright Charge App, please contact Bright Connect
Email: admin@brightconnect.com.au
Phone Number: 1300 908 760
Address: Level 3, 22 Mount St, Perth WA 6000

INTERPRETATION OF TERMS

1. Headings are for convenience only, and do not affect interpretation.
2. A reference to:
   (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
   (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
   (c) a Party to these Terms or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
   (d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
   (e) anything (including a right, obligation or concept) includes each part of it.
3. A singular word includes the plural, and vice versa.
4. A word which suggests one gender includes the other genders.
5. If a word is defined, another part of speech has a corresponding meaning.
6. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
7. Unless otherwise specified, a reference to “$” or “dollars” is a reference Australian currency.
8. The word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
9. No provision of these Terms will be construed adversely to a Party solely on the ground that the Party was responsible or not responsible for the preparation of these Terms or that provision.

DEFINITIONS

Words and phrases in these Terms that are bold or capitalised have the meaning given to them as set out below:

App Developer	means the developer of the Software which is licensed to Bright Connect to enable the operation of the Bright Charge App
Applicable Law	means all laws, statutes, regulations, rules, ordinances, and legal principles, whether local, state, national, or international, that are relevant and enforceable in the context of the subject matter of this Agreement, and which govern or influence the rights, duties, and

	obligations of the Parties under the terms of this Agreement. This includes, but is not limited to, laws related to contracts, intellectual property, taxation, privacy, data protection, employment, and dispute resolution, as well as any applicable court rulings, government orders, or international treaties that may apply.
Australian Privacy Principles or **APP**	means The Australian Privacy Principles established under the Privacy Act, 1988 (Cth).
Australian Consumer Law or **ACL**	means the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
Background IP	means intellectual property, including patents, copyrights, trademarks, trade secrets, know-how, and proprietary technologies, that a Party owns or controls prior to the Commencement Date.
Background Intellectual Property Rights or **Background IP Rights**	means Bright Connect's and the App Developer's Intellectual Property Rights that existed prior to the Commencement Date and includes modifications or improvements to Background IP.
Business Day	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Perth, Australia.
Charging Cost	means the total cost for a Charging Session, including the Charging Fees and Service Fee.
Charging Fees	means the Fees for a Charging Session that are set on a Charging Station by the Charge Point Operator.
Charging Station or **Charger**	means a power supply device that supplies electrical power for recharging plug-in electric vehicles that is connected to the Bright Connect Network.
Charging Station Listing	means the information about an individual Charging Station that is displayed in the Bright Charge App.
Commencement Date	means the date You create an Account on the Bright Charge App.
Confidential Information	means all information and material (of any nature and in any form or media, including information disclosed verbally) which is or was disclosed or obtained (directly or indirectly, and before, or after You access the Bright Charge App) by You or on Your behalf from Bright Connect and which is by its nature confidential, or You know, or ought to know, is confidential.
Consequential Loss	means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages.
Customer Data	means all the data and information that can be collected, processed, ascertained or inferred from Your use of any EV Charger, the Bright Charge App and Support Services, (including, in respect of an EV, its location, the time and date, diagnostic information provided by the EV,

	and the charging consumption) or arising from or in connection with the use of the Bright Charge App and Support Services, and includes the aggregation of such data and information.
EV	means electric vehicle(s).
Fees	means the Charging Fees and Service Fee and any other charges applicable to Your use of the Bright Charge App and associated Support Services.
Flat Fee	means the cost that applies to a Charging Session regardless of the electricity consumed or the duration of the Charging Session.
Idle Parking Fee	means the cost that applies per minute if a vehicle remains connected to a Charging Station after the Charging Session has been completed. A 10-minute grace period is provided before Idle Parking charges apply.
Intellectual Property Rights or **IP Rights**	means all rights, title, and interest in and to: (a) trade marks (registered and unregistered), including logos, trading names and domain names; (b) copyright in literary works, artistic works, software source code and object code, and any other works or subject matter in which copyright subsists and may in the future subsist; (c) industrial designs (registered and unregistered); (d) confidential information, know-how and trade secrets; (e) inventions discoveries and improvements, whether or not registered or registrable as patents, including techniques, processes, methods, formulae; (f) circuit layouts; (g) data and databases; and (h) all applications for any of those intellectual property rights, any similar rights, and the goodwill relating to such right.
Party or **Parties**	means any individual or other legal entity that has entered into these Terms.
Payment Method	means the financial accounts You have saved in the Bright Charge App. Payments will come from the Primary Account.
Personal Information	means as defined in the Privacy Act.
Pre-Authorisation Hold	means a temporary hold placed on $25.00 of the available balance on Your primary credit or debit card, when You initiate a Charging Session.
Price/kWh	means the cost that applies for every kilowatt-hour of electricity consumed during a Charging Session.
Price/min	means the cost that applies for the duration of the Charging Session in minutes.
Primary Account	means the financial account You have nominated in the Bright Charge App for Your payments to be debited from. The Primary Account can be changed at any time.
Privacy Act	means the Privacy Act 1988 (Cth).

Privacy Law	means any Applicable Law that relates to privacy, including the Privacy Act and any code registered under the Privacy Act or Australian Privacy Principles.
Service Fee	means the fee which includes the payment processing fee charged by Stripe and a fee for facilitating the Charging Session.
Stripe	means Stripe, Inc. the payment processing company used to process payments.
Software	means the software developed, owned and licensed to Bright Connect by the App Developer which includes the collection of programs, applications, source codes, object codes, scripts, algorithms, databases, and associated documentation designed to enable, manage, and optimise the operation of electric vehicle charging stations. This includes, but is not limited to, software facilitating user authentication, payment processing, charging session monitoring, energy management, remote diagnostics, firmware updates, network connectivity, and interoperability with third-party systems. It includes all modifications, upgrades and improvements to such software.
Support Services	means assistance provided to a party by Bright Connect, that relates to the operation, functionality, or performance of the Bright Charge App.
Terms	means the terms and conditions of this agreement.
Third Party	means a party who is not a Party to these Terms.
Unexpected Event	means any occurrence or event that prevents or delays a Party from performing any of its obligations under these Terms (other than a payment obligation), and that is beyond the reasonable control of that Party. This excludes an occurrence or event that could have been avoided by a Party taking reasonable steps or care.
Bright Charge App	means the mobile application licenced by Bright Connect that enables electric vehicle drivers to locate Charging Stations and to charge at Charging Stations shown on the Bright Charge App.
Bright Charge App Account or **Account**	means the account created when an individual signs up to use the Bright Charge App.
Bright Charge App Users or **User**	means any individual or entity that creates a Bright Charge App Account or uses the Bright Charge App.
Bright Connect IP Rights	means any Background IP Rights and IP Rights related to the Bright Charge App and the operating Software which has been granted to Bright Connect under Bright Connect's licence agreement with the App Developer.