

PRIVACY POLICY
FOR
ZURA CHARGE SDN BHD

Privacy Policy

Effective Date: October 2024

This Privacy Policy outlines how Zura Charge Sdn Bhd ("Zura Charge," "we," "us," or "our") collects, uses, discloses, and protects your personal information when you use our services, including the Zura Portal mobile application and associated websites (collectively referred to as the "Services").

1. Information We Collect

We collect various types of information to provide and improve our Services:

1.1 Personal Information

- Identification Data: Name, email address, phone number, and address.
- Account Information: User ID, password (hashed), and profile picture.
- Vehicle Information: Plate ID, VIN, and other related data.
- Payment Information: Credit card details, e-wallet information, and billing address.

1.2 Usage Data

- Information about how you use our Services, including timestamps of charging sessions, duration, total consumption, and charging station locations.

1.3 Cookies and Tracking Technologies

- We may use cookies and similar tracking technologies to monitor activity on our Services and store certain information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent.

2. How We Use Your Information

Zura Charge uses the collected information for various purposes:

- To provide and maintain our Services
- To process transactions and manage your account
- To communicate with you regarding your account or transactions
- To improve our Services based on user feedback

- To analyze usage patterns for better service delivery
- To comply with legal obligations

3. Disclosure of Your Information

We may share your personal information in the following circumstances:

3.1 Service Providers

We may employ third-party companies and individuals to facilitate our Services ("Service Providers"), provide the Services on our behalf, perform Service-related services, or assist us in analyzing how our Services are used.

3.2 Legal Requirements

We may disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g., a court or government agency).

3.3 Business Transfers

If Zura Charge is involved in a merger, acquisition, or asset sale, your personal information may be transferred as part of that transaction.

4. Data Security

The security of your data is important to us. We take reasonable measures to protect your personal information from unauthorized access, use, alteration, or destruction. However, no method of transmission over the Internet or method of electronic storage is 100% secure.

5. Data Retention

Zura Charge will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

6. Your Rights

Depending on your jurisdiction, you may have the following rights regarding your personal data:

- The right to access your personal data.
- The right to request correction of inaccurate data.
- The right to request deletion of your personal data.
- The right to object to processing or request restriction of processing.
- The right to data portability.

To exercise these rights, please contact us using the contact details provided below.

7. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page with an updated effective date. You are advised to review this Privacy Policy periodically for any changes.

8. Contact Us

If you have any questions about this Privacy Policy or our privacy practices, please contact us at:

- Email: support@zuracharge.com
- Phone: +604 611 7427
- Address: Zura Charge Sdn Bhd, 17 Persiaran Pantai Jerjak 11, 11900, Bayan Lepas, Penang , Malaysia

By using our Services, you acknowledge that you have read this Privacy Policy and agree to its terms. If you do not agree with any part of this policy, please do not use our Services

**TERMS
OF
USE AGREEMENT**

Terms of Use Agreement

These Terms of Use (the "Agreement") are entered into between you, the entity or person using or accessing the services (the "User" or "You"), and Zura Charge Sdn Bhd ("Zura Charge" or "we"), collectively referred to as the "Parties" or each a "Party." This Agreement, along with the Zura Charge Privacy Policy, governs your use of the services operated by Zura Charge (the "Services").

1. Services Overview

The Services may include, but are not limited to, mobile applications and/or websites operated by Zura Charge under its own brand and/or under its partners' brands. These Services encompass all features and functionalities associated with Zura Charge's platform for electric vehicle drivers and charging station operators, allowing users to manage and locate charging points to initiate and pay for electric vehicle charging processes.

2. Acceptance of Terms

By registering for the Services and accepting this Agreement, you enter into a binding agreement with Zura Charge that permits you to use the Services. All transactions related to the Services, including initiating charging sessions and ordering RFID cards, are governed by this Agreement. Registration without explicit acceptance of this Agreement is not permitted.

When you place an order for charging an electric vehicle through the Services, Zura Charge acts as an agent on behalf of the Operator to finalize your order and manage your experience throughout the process. If Zura Charge receives payment from a User to an Operator during this process, such payment will fulfill the User's payment obligation towards the Operator.

For orders involving charging points not integrated into Zura Charge's platform, Zura Charge acts as an e-mobility provider (EMP), and the sale of electricity occurs directly between you and Zura Charge. Zura Charge is not liable for any charging services provided by users.

3. Pricing

- Consumers: All applicable prices are inclusive of Goods and Services Tax (GST).
- Businesses: Applicable prices are exclusive of GST unless otherwise stated.

All prices will be displayed on the Services prior to initiating a charging process or any other transaction. Zura Charge will estimate charging prices before initiation and reserve the necessary amount. Certain Services may incur transaction fees for sharing

charging points with other users. For enterprises and partners, Services may be subject to monthly subscription plans and usage fees as agreed.

Before initiating a charging process, prices will be clearly displayed as fees per kWh consumed, parking fees for time spent at the station, applicable starting fees for sessions, and potential reservation fees.

4. Billing

Zura Charge may charge you via various payment methods such as e-wallets, debit/credit cards, or invoices. Invoices will be sent via mail or email and can also be accessed in your Zura Charge user account. Full payment for issued invoices must be received within fourteen (14) days unless otherwise stated. Unpaid amounts may incur a charge of 1.5% per month on any outstanding balance or the maximum permitted by law.

5. User Obligations

You agree to cooperate with Zura Charge by providing necessary information and materials required for supplying the Services. It is your responsibility to ensure that your registered payment method is valid and has sufficient balance. You must also comply with specific parking restrictions at charging stations.

6. Liability

Your use of the Services is at your own risk. The Services are provided "as is" without warranties unless otherwise stated. Zura Charge shall not be liable for any indirect or consequential loss or damage whatsoever arising from your use of the Services.

7. Termination

This Agreement may be terminated by either party without notice at any time for any reason. Upon termination, you will no longer have access to the Services.

8. Data Protection

Zura Charge collects, processes, and uses data pertaining to you in accordance with Malaysian data protection legislation.

9. Intellectual Property Rights

All intellectual property rights related to the Services are owned by Zura Charge or its licensors. You are granted a limited license to use the Services in accordance with this Agreement but do not acquire any ownership rights.

10. Amendments

Zura Charge reserves the right to modify this Agreement at any time. Users will be notified of significant changes via email or through notifications within the Services.

11. Contact Information

For questions regarding this Agreement or our Services, please contact us at:

- Email: support@zuracharge.com
- Phone: +60 194430622
- Address: Zura Charge Sdn Bhd, 17 persiaran pantai jerjak 11, Bayan Lepas 11900, Penang , Malaysia

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree with all terms outlined in this document, you may not use our Services.

**END USER
LICENSE AGREEMENT
(EULA)**

End-User License Agreement (EULA)

This End-User License Agreement (EULA) is a legal agreement between you (either as an individual or on behalf of an entity) and Zura Charge Sdn Bhd regarding your use of the Zura Portal application and associated documentation (the "Software"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, DO NOT INSTALL, USE OR COPY THE SOFTWARE.

1. Grant of License

Zura Charge Sdn Bhd grants you a limited, non-exclusive, non-transferable license to use the Zura Portal for its intended purposes as described in this agreement.

2. Restrictions on Use

- You may not sell, resell, rent, lease, or exchange the Software for anything of value.
- You may not modify, adapt, or create derivative works based on the Software.
- You may not remove or alter any proprietary notices or marks on the Software.

3. Personal Data

The following personal data will be collected and stored regarding your usage of the charging stations:

- First and Last Name
- Email Address
- Phone Number
- RFID Cards
- Account Status (active, blocked...)
- User's Role (basic, admin...)
- Language Preference
- Profile Picture
- Address
- Vehicle Information (Plate ID, VIN...)
- Password (hashed)
- Professional ID Number
- Professional Cost Center

- Business User Data
- Instant and Total Consumption
- Charging Stations' Status
- Start/Stop of Sessions
- Authorizations
- Charging Curves (Consumption Data)
- Cost Curves (Pricing Data)
- Session Data (date/hour, duration, inactivity, total consumption...)
- Active Sessions
- Sessions History
- Site Assignment
- Vehicles
- Billing Information
- System Logs
- Scenarios
- Analytics (usage, consumption, cost...)
- Site Management
- Authorizations Management
- Price Management
- Billing Management
- Smart Charging Features
- Charging Station Booking Information
- Charging Predictions
- Notifications for Users and Admins
- Home Charging Details
- Refund Requests for Sessions
- Roaming Information

4. Goal of Data Processing

The data collected will be used to:

1. Optimize the usage of charging stations while minimizing costs.
2. Enhance maintenance and vehicle rotation at charging stations.

3. Develop algorithms for charging optimization and load management.
4. Encourage home charging to reduce infrastructure load and enable reimbursement for professional vehicle charging.

5. Privacy

The Zura Portal has been designed to prioritize personal data privacy from inception.

6. Third Party Product Integrations

The Software may integrate with third-party services such as:

1. SAP Analytics: For processing complex statistics.
2. SAP Concur: For reimbursing energy costs incurred at home.
3. Stripe: For billing and payment processing.
4. Gireve / Hubject: For publishing charging stations on roaming platforms.
5. Google Firebase: For sending remote push notifications.

7. User Consent

You must provide explicit consent for Zura Charge Sdn Bhd to use your data via a checkbox on the login page of the Zura Portal.

8. Right to Access and Correct Data

You can request access to your personal data by contacting the Data Privacy Officer or administrator. You may also request corrections for any inaccurate or incomplete information.

9. Right to Object

You have the right to object to the processing of your data by contacting the Data Privacy Officer.

10. Security

Access to the Software requires a user ID and password. All data is transmitted securely using an encrypted protocol (HTTPS). Only authorized administrators can manage sensitive data.

11. Limitation of Liability

Zura Charge Sdn Bhd will not be liable for any damages arising from the use or inability to use the Software.

12. Governing Law

This EULA shall be governed by and construed in accordance with the laws applicable in Malaysia.

13. Changes to this Agreement

Zura Charge Sdn Bhd reserves the right to modify this EULA at any time. Users will be notified of significant changes via email or through notifications within the Software. By downloading, installing, using, or copying the Software, you accept and agree to be bound by the terms of this EULA. If you do not agree with all terms outlined in this document, you may not download, install, use or copy the Software.