

SureCharge Terms and Conditions

Please read these terms and conditions (“**Agreement**”) carefully as they govern your use of the SureCharge charging units and electric vehicle charging services via the SureCharge App (the “**Services**”). Any reference to “Services” under the ‘ACCOUNT USERS’ section shall further apply to the creation and use of your SureCharge account on the SureCharge App.

Where you are using the Services without the creation of a SureCharge account, you are deemed to be a Guest User and will therefore be subject to the terms and conditions under the ‘GUEST USERS’ section below.

ACCOUNT USERS

1. Introduction

- 1.1 The Services are provided by F M Conway Limited under the registered trademark name of SureCharge (also referred to as “**FM Conway**”, “**Company**”, “**we**”, “**us**” and / or “**SureCharge**”).
- 1.2 By using our Services, you agree to be bound by this Agreement. To the extent permitted by law, the Company shall at all times have the right to unilaterally change the Services and its rates and this Agreement. Unless specified otherwise, the changes will take effect from the date on which they are published on the Company’s website or the SureCharge App. Your continued use of the Services after the effective date of any such changes constitutes your acceptance of those amended terms. If you do not agree to these changes, you must not use our Services.
- 1.3 You accept that the Company can communicate with you via electronic means either through the SureCharge App or through e-mail. You are responsible for monitoring any email address you provide to us and for ensuring we have the correct email address for you.

2. The Services

- 2.1 Our Services enable you to charge your vehicle with electricity using the SureCharge charging units.
- 2.2 The use of our Services relies on third party networks and there may be instances where the Services are unavailable due to circumstances beyond our control.
- 2.3 You acknowledge that we do not guarantee the suitability of any SureCharge charging unit for your vehicle. We reserve the right, without compensation being payable to you, to modify, restrict access to, or suspend the Services available at any time.

- 2.4 Whilst SureCharge makes every effort to keep the information on the SureCharge App and the Company's website accurate, we disclaim any warranty or representations, express or implied about accuracy, completeness or appropriateness for particular purpose.
- 2.5 SureCharge does not warrant that the SureCharge App, the Company's website, and Services will be uninterrupted, error free or free from viruses.
- 2.6 For fraud prevention purposes, you authorise us (or our payment services provider, Stripe) to place a pre-authorisation hold against your credit card or against your bank account (for debit cards) that have either been uploaded or entered on your account ("**Registered Card**") of up to £45 for each charging session ("**Pre-Authorised Hold**").
- 2.7 Once your charging session has ended, the Pre-Authorised Hold will be adjusted to reflect the total cost of the charging session ("**Transaction Fee**") and a transaction summary will be issued.
- 2.8 If, for any reason, a Pre-Authorised Hold is not granted by your bank or credit card issuer you will not be able to charge your vehicle.
- 2.9 Please note that a Pre-Authorised Hold will be made each time you authorise a payment prior to starting a charging session and, in some cases, this may result in multiple Pre-Authorised Holds being taken against your Registered Card (or the Relevant Card, as applicable). We will not be responsible if, by having multiple Pre-Authorised Holds, your bank or card issuer declines a transaction due to insufficient funds.

3. Your Obligations

- 3.1 You agree to
 - 3.1.1 use the Services solely in accordance with this Agreement;
 - 3.1.2 pay all Transaction Fees or allow SureCharge to collect such fees as per clause 4 (or clause 16, as applicable) below;
 - 3.1.3 promptly update online any changes to your name, email address, postal address, and the Registered Card, including, without limitation, the applicable account number, expiry date and billing address. For clarity, you remain liable for all Transaction Fees billed to your account regardless of whether you have notified SureCharge Customer Care of any changes on your account.
- 3.2 If a defect with the Services comes to your attention, you should contact us as soon as possible to allow us to fix the defect.

- 3.3 It is your responsibility to ensure that the charging of your vehicle using a SureCharge charging unit is carried out safely so as to avoid injury to any person or damage to property. In particular, this includes but is not limited to ensuring that you take all reasonable care when charging your vehicle and that:
- 3.3.1 where connector cables are not provided at SureCharge charging unit, you have all necessary connector cables to enable your vehicle to be charged and you acknowledge that you will be responsible for any damage to any SureCharge charging unit as a result of incorrect cable usage or incorrect use of the SureCharge charging unit;
 - 3.3.2 the connector cable is safely plugged into your vehicle and the positioning of the connector cable does not create a tripping hazard to any person;
 - 3.3.3 the vehicle is not driven with the connector cable still attached to the SureCharge charging unit;
 - 3.3.4 if you are unable to disconnect your connector cable from the SureCharge charging unit at the end of your charging session, you must contact our SureCharge Customer Care and remain next to the unit until further instructions are provided. We shall not be liable or responsible for any damages or losses if you leave the SureCharge charging unit without following the instructions provided by our SureCharge Customer Care;
 - 3.3.5 your vehicle is at all times parked within the appropriate bay in accordance with any rules and policies that apply to such bay. Any parking fees due are payable by you and are additional to any Transaction Fee due for your use of the SureCharge charging unit. Rules and policies relating to the use of charging bays may differ and we shall not be responsible for charges or fines you incur as a result of your failure to observe parking restrictions;
 - 3.3.6 you comply with all signage, safety and usage instructions displayed at a SureCharge charging unit or made available to you. We accept no liability for damage to your vehicle, your property, any third party or their property that may occur as a result of misuse by you or non-compliance with any instructions or technical requirements.
- 3.4 You must not, at any time, gain or attempt to gain access to the internal workings of our charging units or any of its peripheral devices, this includes but is not limited to distribution boards and feeder pillars. Should you do so, we accept no liability for any injury you may suffer or any damage you may cause. Failure to comply with this request will result in your immediate suspension from our Services and you will be financially liable for costs

incurred in our attending site to perform a safety check on the charging unit and any remedial works needed to repair any damage

- 3.5 You acknowledge that your vehicle type, the battery charge level, capacity of your vehicle or other usage of the charging units will impact the charging time of any electric vehicle and accept that we make no guarantee or warranty regarding the amount of time required to charge your electric vehicle.

4. Authorisation for Payment

- 4.1 By utilising the Services, you authorise the Company to charge your Registered Card for all charging sessions recorded on our billing system or by Stripe. This includes, but is not limited to, any Transaction Fees that were not collected whether due to technical difficulties with our payment processing systems or otherwise. In the event that the Transaction Fees have not been processed for whatever reason(s), you expressly authorise the Company to debit / retry your Registered Card at a later date for the uncollected Transaction Fees (“**Payment Retry**”). You agree that your authorisation for Payment Retry will remain in effect until all Transaction Fees are fully collected by the Company.
- 4.2 The Company will notify you via email prior to any Payment Retry being made. The Payment Retry will appear on your bank statement as a F M Conway payment.
- 4.3 If you have any questions or disputes regarding any Payment Retry, you must contact the Company at surecharge@fmconway.co.uk within 14 days of the Payment Retry date. The Company will make reasonable efforts to address and resolve any issues promptly.

5. Insufficient Funds

If the Registered Card (or the Relevant Card, as applicable) does not have sufficient funds to cover the charges, you agree to promptly fund your account or provide an alternative payment method. You acknowledge that failure to do so may result in additional charges and that we may continue to debit your Registered Card (or Relevant Card, as applicable) until full payment is received. You are responsible for any fees or penalties incurred as a result of insufficient funds.

6. Indemnity

To the extent permitted by law, you agree to indemnify SureCharge for any loss, damage or injury to persons or property arising from or related to your negligence, wilful misconduct or misuse of the Services contrary to this Agreement.

7. Data Privacy

- 7.1 SureCharge will process your personal data when you use the Services. Any information received by us when processing Transaction Fees will be used only to record your payment. We will ensure that it is not used for any other

purpose unless required to do so by law for the prevention of online and the detection of fraud. Payment information will be kept securely until no longer required at which point it will be deleted in line with our data protection policy.

- 7.2 For information about your rights and how we use your data, you can contact us using any of the options mentioned in clause 14.

8. Proprietary Rights

All information, documents, products, and software (the "**Materials**") provided in connection with the Services are owned by FM Conway and/or its suppliers ("**Third Party Providers**") and are the intellectual property of FM Conway and its Third Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise. Nothing provided through the Services shall be construed as granting or conferring any license, patent, copyright, trademark, or other proprietary rights to you. Any unauthorized use of any Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. FM Conway reserves the right to investigate any illegal and/or unauthorised use of the Services and to take appropriate legal action, including, without limitation, civil and injunctive redress.

9. Governing Law & Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

10. Limitation of Liability

- 10.1 Nothing in this Agreement shall limit or exclude our liability for:

10.1.1 death or personal injury caused by our negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other matter for which SureCharge is not permitted by law to exclude or limit its liability.

- 10.2 To the maximum extent permitted by law, in no event will SureCharge or its Third Party Providers be liable to you or any third party for any use, interruption, delay or inability to use the Services, lost revenues or profits, delays, interruption or loss of services, business or goodwill, loss or corruption of data, loss resulting from system failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to update or provide

correct information, system incompatibility or breaches in system security, or for any consequential, indirect, or special loss or damage, whether arising out of or in connection with this Agreement, breach of contract, tort (including negligence) or otherwise, regardless of whether such loss or damages were foreseeable and whether or not SureCharge or you was advised of the possibility of such damages.

10.3 Subject to clause 10.1, in no event shall SureCharge or its Third Party Providers be liable for any damage caused to your vehicle or property that may occur from a third party whilst you are using our charging units. This includes, but is not limited to, theft of your vehicle, theft of possessions from inside your vehicle or cosmetic damage to the exterior of your vehicle.

10.4 To the extent permitted by law, the aggregate liability of SureCharge and its Third Party Provider under this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed aggregate Transaction Fees paid by you to SureCharge in the twelve (12) calendar months prior to the event giving rise to the liability.

11. Force Majeure

11.1 In addition to the clauses dealing with liability in clause 10, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an event outside our control.

11.2 An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications or electricity networks or grids, or any failure of a charging unit, including a communications failure or an electricity supply failure.

11.3 If an event outside our control takes place that affects the performance of our obligations under this Agreement, where possible, we will contact you or post a notification on our website or our app. Please note that where the event outside our control affects our performance of services to you, we will restart the services as soon as reasonably possible after the relevant event is over.

12. No Waiver

12.1 A failure or delay by SureCharge to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy

provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

13. Severance

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

14. Contact Information

14.1 For any questions or support about our Services, please contact our SureCharge Customer Care:

Email: surecharge@fmconway.co.uk

Phone: 03332 400 520

14.2 If your query relates to a payment dispute, you must notify us within 14 days of the date of the transaction and, until such time as the dispute is resolved, we reserve the right to continue attempts to recover any outstanding amounts from your Registered Card or Relevant Card as applicable.

14.3 Please note that if you are reporting a problem to us and are supplied a timeframe or specific date for resolution, this timeframe or date is an estimate only.

GUEST USERS

15. Applicable Terms

The terms and conditions applicable to Account Users shall further apply to the Guest Users save that clauses 1.3, 2.6, 2.7, 3.1.3, 4.1 and 4.2 shall be excluded. Where there is any conflict between the Account Users terms and conditions and the Guest Users terms and conditions, the latter shall prevail in respect of the Guest Users only.

16. Payment Authorisation

16.1 For fraud prevention purposes, you authorise us (or our payment services provider, Stripe) to place a pre-authorisation hold of up to £45 for each charging session (“**Pre-Authorised Hold**”) against the payment details entered for the purpose of using our Services as a Guest User (“**Relevant Card**”). The Pre-Authorised Hold will be placed against your credit card, or where a debit card has been used, against your bank account.

- 16.2 Once your charging session has ended, the Pre-Authorised Hold will be adjusted to reflect the total cost of the charging session (“**Transaction Fee**”).
- 16.3 You agree to provide accurate and complete payment information. By utilising the Services as a Guest User, you authorise the Company to charge the Relevant Card for the Services provided. This includes but is not limited to, any Transaction Fees that were not collected whether due to insufficient funds or technical difficulties with our payment processing systems or otherwise. In the event that the Transaction Fees have not been processed for whatever reason(s), you expressly authorise the Company to debit / retry your Relevant Card at a later date for the uncollected Transaction Fees (“**Payment Retry**”). You agree that your authorisation for Payment Retry will remain in effect until all Transaction Fees are fully collected by the Company.