

Terms and Conditions of Smart Charge Park & Charge Service

1. Smart Charge Park & Charge Service

- 1.1 Your use of Smart Charge Park & Charge Service (“**Service**”) at Smart Charge Charging Station (“**Charging Station**”) is subject to these Terms and Conditions, the User Guide posted at the Charging Station (“**User Guide**”) and the Instructions, as they may be changed from time to time.
- 1.2 In case of any inconsistency of the Instructions, the User Guide and these Terms and Conditions (collectively, “**Service T&Cs**”), the inconsistency will be resolved in the descending order of preference set out in this Clause.

2. Your obligations

- 2.1 You must:
 - (a) ensure that your electric vehicle (“**EV**”) and all devices connected to the Charging Station by you, or on your behalf, are technically compatible with the Charging Station.
 - (b) not use or attempt to use the Service, or permit any party to use the Service, in a manner that:
 - (i) is unlawful, fraudulent, improper or unauthorised or for immoral purpose;
 - (ii) will violate or infringe the rights or privacy of others, including without limitation, any Intellectual Property Rights;
 - (iii) will cause annoyance, inconvenience or needless anxiety to any person;
 - (iv) will modify, damage, or disassemble any portion of the Charging Station;
 - (v) is not consistent with the purpose the Service is meant for; or
 - (vi) is for your own or any party’s (excluding us) commercial gain.
 - (c) not damage, interfere with, cause any deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the Service (including the Charging Station); and
 - (d) provide us with reasonable assistance to enable us to supply or maintain the Charging Station for other EV users (including notifying us promptly if you are aware of any damage to the Charging Station and ensuring your devices used in connection with the Service is maintained in good repair and working condition).
- 2.2 You must reimburse us for any loss (including the costs of repairs) or damage caused to us as a result of loss, theft or damage to the Charging Station to the extent that you have (directly or indirectly) caused or contributed to that loss, theft or damage.

3. Payment for the Service

- 3.1 You must pay for all the charges for the Service in a timely manner without deductions by the payment methods set out in the User Guide or the Instructions.
- 3.2 You will be liable for all Charges for the Service provided to you, whether or not used by you or another person with or without your knowledge or consent and irrespective of whether the use of the Service was successful.

4. Limiting, Suspending or Ending the Service

We may with or without notice limit, cancel, terminate or suspend the provision of Service to you at any time:

- (a) in the event of an emergency or in order to provide resources to emergency and other essential services;
- (b) if the supply or use of the Service is or is to become unlawful;

- (c) if in our reasonable opinion the provision of Service is liable to cause death or personal injury or damage to property;
- (d) if there are technical difficulties or it is not feasible to provide the Service;
- (e) if a third party supplier ceases to provide those things which are necessary for us to provide the Service to you;
- (f) if you or any other person use(s) the Service in contravention of the Service T&Cs or for any illegal, unlawful or improper purpose, or you act in a way, which in our reasonable opinion, causes a nuisance or harassment to us or any persons; and/or
- (g) if we reasonably believe it is necessary to suspend the Service to:
 - (i) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority;
 - (ii) carry out scheduled maintenance, repair or upgrading of the Service, or any equipment, and facility.

5. Liability

- 5.1 Unless we have been grossly negligent, committed fraud or wilful default, we will not be liable to you for any losses you suffer or costs you incur because:
- (a) you are unable to use the Service and/or the Charging Station for any reason or there is a delay in its use;
 - (b) any device, hardware or software or service you use in connection with the Service is damaged or corrupted or fails to work;
 - (c) the Service does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; or
 - (d) there is a reduced level or failure to provide any service caused by any third party service providers including electricity provider.
- 5.2 Under no circumstances will we be liable for any indirect or consequential losses, even if advised of the possibility of such losses.
- 5.3 We will use due care and skill in providing the Service to you. However, given the nature of EV charging (including services and product that we do not own or control), we cannot promise that the Service will be continuous or fault free.
- 5.4 To the extent permissible by law, we limit our liability up to the amount paid or payable by you for the Service (even if we have been negligent) for all our liabilities under the Service T&Cs for the Service, the Charging Station and/or any other goods and services we supplied or provided.

6. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of a Force Majeure Event. In these cases, we do not accept responsibility for the delay or otherwise not providing you with the Service in accordance with the Service T&Cs.

7. Privacy

- 7.1 Where applicable, we collect, process, disclose, retain or use your Personal Data in accordance with our Privacy Statement which can be found at www.smartcharge.com.hk/pdf/privacy_statement.pdf.
- 7.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.

8. Information provisioning

You will provide us with the information relating to you or your use of the Service we reasonably require:

- (a) to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and
- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Service T&Cs.

9. Changing the terms

The latest version of these Terms and Conditions can be found on our website (www.smartcharge.com.hk). We reserve the right to unilaterally change any provisions of these Terms and Conditions from time to time, with or without notifying you. Any changes to these Terms and Conditions shall take effect at the time of posting on our website, unless we specified otherwise.

10. Other things you need to know

- 10.1 Other than you, Smart Charge and its shareholders, no other party as any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/or benefit of the Service T&Cs.
- 10.2 When we need to contact you or give notice to you, we will use your billing address, correspondence address, email address and/or facsimile, mobile or fixed phone number that you provide us for contacting you. If you need to contact us, please call Smart Charge Hotline 2888 0088 or email us at enquiry@smartcharge.com.hk.
- 10.3 Written notice or communication may be sent by us to you by hand, post, facsimile, email, SMS, bill insert, web notice and/or in such other manner as we may designate. The notice or communication sent by us shall be treated as received by you (a) three (3) days after posting, if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by fax and the transmission report indicates that the fax transmission was successful; or (d) immediately upon sending the email, if sent by email, unless there is manifest evidence of delayed delivery or non-delivery.
- 10.4 A waiver of breach of any specific provision of the Service T&Cs shall not constitute a waiver of breach of other terms or a waiver of any prior or subsequent breach of the same term. Under no circumstance will there be any waiver from us unless such waiver is explicitly communicated in any official channel.
- 10.5 In the event of any discrepancy between the English version and any Chinese version, the English version shall prevail.
- 10.6 Each of the provisions of the Service T&Cs is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from the relevant provisions of the Service T&Cs and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on you and us.
- 10.7 The Service T&Cs shall be governed by the laws of Hong Kong and any disputes arising out of or related to the Service T&Cs or the Service will be resolved in private in accordance with Hong Kong law through mediation and/or arbitration held within Hong Kong.

11. Special meanings

- 11.1 **"Force Majeure Event"** means anything outside our reasonable control, including, without limitation, technical infeasibility or limitation, industrial disputes of any kind, war declared or undeclared, act of terrorism, blockade, disturbance, a natural disaster (such as lightning, earthquake, storm, flood, explosion or meteor), law or any power lawfully exercised by a Government Agency, any change in any applicable law, rule or regulation of Hong Kong to the Service or your use of the Service, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or electricity shortage, outage or degradation or third party supplier unable to supply the necessary equipment which we cannot reasonably control.
- 11.2 **"Government Agency"** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
- 11.3 **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

- 11.4 **“Instructions”** means instructions and notifications given by us to you or users of the Charging Station from time to time for the operations of the Charging Station and/or other devices provided by us as part of the Service.
- 11.5 **“Intellectual Property Rights”** means all patents, copyrights, design rights, tradenames, trademarks (whether or not registered), database rights, service marks and any pending applications relating to the foregoing, trade secrets, know-how which are recognised as intellectual property rights in the eye of laws, and all other intellectual property rights, third party’s rights and proprietary rights which may exist in any part of the world.
- 11.6 **“Personal Data”** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- 11.7 **“We”** means Smart Charge (HK) Limited, the service provider of the Service, including and **“us”** and **“our”** shall be construed accordingly.
- 11.8 **“You”** means the user of to the Service, and **“your”** shall be construed accordingly.