

Franklin EV Limited Terms and Conditions: Subscription for charging electric vehicles Valid as of 25th May 2018

Trading as Franklin Energy, Franklin EV Limited offers electric vehicle charging equipment and expert services related to charging electric vehicles, as well as invoicing solutions and charging services.

These terms and conditions regulate the relationship between Franklin EV Limited and the motorist (hereinafter "the Customer") who is connected to the Franklin EV Limited payment system (hereinafter "the Service"). "Customer" refers to both legal and natural persons. These conditions shall not apply to cases where they limit the Customer's rights as defined in mandatory legal provisions.

Franklin EV Limited reserves the right to freely assess the Franklin Energy application. The Customer may use the charging service for electric vehicles and other ancillary services of Franklin EV Limited and its partners.

1. Connection to the Service

The connection to the Service occurs via text message, an RFID card, or a mobile application. In addition to these terms and conditions, all data will be handled in accordance to the UK Data Protection Act (1998).

2. Cancellation of the Service

In their capacity as a consumer, Customers have the right to give notice to terminate the agreement within 14 days from the conclusion of the agreement without specifying a reason. In the case of Customers who have ordered an RFID card, the agreement arises when these Customers have registered themselves as subscribers for the card. The cancellation period is considered to be complied with if the Customer sends the cancellation notification before the end of the cancellation period.

To exercise their right to cancel, the Customer shall notify Franklin EV Limited of their decision. To exercise their right to cancel, the Customer must send to Franklin EV Limited their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel.

The Customer may deliver the service cancellation form or other free-format form electronically to info@franklinenergy.co.uk, or by telephone to our customer service, tel. 0345 123 0500 (without charge).

3. Payment via the Franklin Energy Charging System

To receive the right to use the Service, the Customer shall authenticate themselves either via text message, an RFID or the mobile application. Using the Service via an RFID or the mobile application requires registration to the Service by the Customer. Such registration requires the Customer to provide personal information to Franklin EV Limited, such as email address, and to select a password for their account.

Additional personal information might be required to be provided by the Customer after registration, subject to ancillary services requested by the Customer, such as name and address details for being able to receive an RFID card, and payment information for the chosen payment method for being able to create a valid invoicing relationship between Franklin EV Limited and the Customer and to purchase charging services through the Service.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the Franklin Energy LiFe app. After registration, the Customer will be requested to login to the Franklin Energy LiFe app to check that the registered information is correct and valid. Franklin EV Limited is not responsible for incorrectly input data during registration, regardless of the registration method.

By accepting the terms and conditions upon registration to the Service, the Customer accepts that Franklin EV Limited will debit the charging fee, including applicable taxes and service charges.

The final charging fee, which is based on the time of charging or the amount charged and the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited immediately. Charging is completed either by the system according to the Customer's instructions when charging is begun or extended, or by the Customer at any time.

Franklin Energy LiFe can only be used with chargers at charging stations connected to the networks of Franklin EV Limited or its partners. The chargers are listed on the Franklin Energy LiFe app.

4. The Customer's obligations and commitments

It is the Customer's responsibility to ensure that charging begins and is completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger. Charging via an RFID card begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after the RFID identification. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station.

Any disputes regarding parking tickets shall be handled between the Customer and the relevant police officer, parking company or municipality. Franklin EV Limited shall remain neutral in these disputes and provide assistance to both parties.

It is the Customer's responsibility to ensure that the registered debit card or credit card is valid, that it has a sufficient balance and is not blocked.

5. Product prices

Franklin EV Limited offers its Customers different charging services with varying features and prices.

The specific terms and conditions referred to in these terms and conditions may only concern specific charging services.

The basic price of the charging service is available at the charging stations. The service price may also be Customer-specific, in which case minute-based or kilowatt-hour-based pricing is observed

The currently valid price list is available on the Franklin Energy LiFe app and it may also be requested from the customer service of Franklin EV Limited. Franklin EV Limited reserves the right to change its pricing from time to time. Any changes will be published on the Franklin Energy LiFe app well in

advance; however, at least 30 days before their entry into force. The prices only apply to Franklin EV Limited charging stations located in the UK.

6. General terms and conditions

Information on Customers' purchase transactions is visible in real time on their Franklin Energy accounts, which may be viewed on the Franklin Energy LiFe app. The period-specific reports of the account may be read and printed at any time, and Franklin EV Limited retains the charging information for at least 12 months.

- Responsibility for the personal password

When the Customer registers for the Service, they provide their email address and a chosen password for logging into their account. Franklin EV Limited then sends the Customer a one-time registration token by email for confirming the account. The Customer is, for their part, responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in a way that allows others to gain access to the information.

The Customer shall immediately notify the customer service of Franklin EV Limited (tel. 0345 123 0500) if there is any reason to believe that unauthorised persons have gained access to or knowledge of the password.

- Unauthorised use of the Service

The Customer is responsible for any unauthorised use of the Service under their control. The Customer is obligated to immediately or as soon as possible notify Franklin EV Limited if they believe that their account has been used by an unauthorised person or in an unauthorised manner. The best way to minimise any costs incurred by such misuse is to call our customer service (tel. 0345 123 0500) as soon as possible.

If the Franklin Energy card is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the tag) contact the customer service of Franklin EV Limited, tel. 0345 123 0500. If the Customer does not give notification of the loss or theft of the Franklin Energy RFID tag within the aforementioned time limit, they shall be responsible for any reported purchase transactions in full.

The customer must pay a fee of £10 plus VAT to receive a new card in the event their card is lost or stolen.

- Complaints and investigation of a Franklin Energy purchase transaction

A Customer wishing to submit a complaint shall notify Franklin EV Limited within 60 days of the date on which the purchase transaction in question became available on their online account in the Franklin Energy LiFe app. The complaint shall clearly indicate the type of error. If this is not done correctly, the Customer will lose their right to invoke the error, apart from exceptions due to mandatory legislation. When a Customer submits a complaint, Franklin EV Limited shall carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Franklin EV Limited. If a complaint is accepted, Franklin EV Limited shall compensate the Customer for the amount without delay. If the complaint is rejected, Franklin EV Limited shall inform the Customer of the result of the investigation of the complaint and justify the position of Franklin EV Limited.

- Changes to the Services or terms and conditions

Both parties are aware that the mobile payments sector is rapidly developing. Franklin EV Limited therefore reserves the right to modify these terms and conditions to adapt the operation of the Franklin Energy charging system or the terms and conditions to new technologies, new phones, appropriate technical or administrative procedures, or new procedures for information security. The Customer shall be informed of such changes with 30 days' notice on the Franklin Energy LiFe app.

- Termination of membership

The Customer may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period.

The notice of termination shall be sent by e-mail to info@franklinenergy.co.uk or by contacting the customer service of Franklin Energy on 0345 123 0500.

Franklin EV Limited has the right to give notice to terminate this agreement if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

The Customer does not meet their payment obligations

The Customer uses the Service contrary to this agreement or to the obligations they have towards Franklin EV Limited.

Franklin EV Limited has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc.

7. Processing of personal data

Franklin EV Limited will only collect personal data which is required to provide the service to the user in an efficient and customer friendly way. The number of data points collected upon registration is minimized. Data is only collected if the user uses a specific feature which requires that data collection. Examples include credit card details to allow payments, address information for sending our RFID keys, and so on.

Personal data may be processed for providing information and services Customers need, related to, for example, marketing and the development and follow-up of sales and products. Franklin EV Limited may disclose names or e-mail addresses to external parties that manage the contractual obligations of Franklin EV Limited related to the Franklin Energy Service on behalf of it, such as to service providers or product distributors to meet customer demand. These parties offer information or products in which the Customer has expressed interest on our behalf.

All personal data has a clearly defined retention period in the system. If a user has not been active during a certain period, the system will automatically consider that user's account to be inactive. The user will be notified of this change of account status. If the account is not re-activated by the user, either by logging into the app or using another identifier to access one of Franklin EV Limited's chargers, the user account will automatically be terminated. The user will be forgotten, and all their data will be deleted or anonymized. This is to ensure that users who may have registered but

forgotten that they did so is not required to take any action to have their account deleted, if the account remains inactive for a sufficiently long period.

8. Liability and limitation of liability of Franklin EV Limited

The different charging services offered by Franklin EV Limited may have separate warranty conditions. In addition to the seller's product warranty stated in the product-specific warranty conditions, the Consumer Protection Act and other mandatory legal provisions shall apply to the liability for defects of Franklin EV Limited.

Franklin EV Limited is not responsible for damage or loss if:

- The mobile phone network or related functions are not working
- The mobile phone telephone operator has changed its telephone service so that payment via the Franklin Energy LiFe app is no longer possible.
- the Service has been suspended for reasons which prove to be incorrect, but Franklin EV Limited had, at the time of suspension, reason to believe that there were grounds for action
- A Franklin Energy card is lost or stolen and misused by another person

Franklin EV Limited is not responsible for the Customer parking their vehicle in accordance with the law and regulations laid down by a partner company or municipality.

Franklin EV Limited is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Franklin EV Limited. The proviso regarding strike, boycott and blockade also applies if Franklin EV Limited is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Franklin EV Limited. Franklin EV Limited is not responsible in relation to the Customer for indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence on the part of Franklin EV Limited, and never exceeding what the Customer is entitled to under mandatory legislation.