

Plug-N-Go

Customer Service Agreement

Terms and Conditions

Valid as of 9th January 2019

PNG Assets 1 Limited, a UK company with Registered Office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, **Plug-N-Go (CI) Limited**, a Guernsey company with Registered Office at Unit 4, Guilberts Industrial Estate, Collings Road, St. Peter Port, Guernsey GY1 1FN, and **Plug-N-Go (Gibraltar) Limited**, a Gibraltar company with Registered Office at 19A Town Range, PO Box 872, Gibraltar GX11 1AA, together trading as “**Plug-N-Go**”, (“**PNG**”) install, own and operate electric vehicle charge points throughout the UK, Guernsey and Gibraltar, which are available to the public to re-charge their vehicles.

These terms and conditions regulate the relationship between PNG and the electric vehicle driver (hereinafter “the **Customer**” or “**you**”) when the Customer is intending to connect with a PNG charge point (hereinafter “the **Service**”). The term Customer refers to both legal and natural persons.

The Service may include the provision and use of a RFID card / PNG fob as an alternative means for connection to the Service, if specifically ordered by the Customer.

These terms and conditions shall not apply in cases where they limit the Customer's rights as defined in consumer rights and protection and other legislation and regulations.

All Customer data will be administered in compliance with the EU’s general data Protection Regulation (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable English law and regulations relating to the processing of personal data and privacy, including where applicable, the mandatory guides and codes of practice issued by the UK’s Information Commissioner.

1. Connection to the Service

The connection to the Service occurs initially via this mobile application.

Once you have filled in your personal details and given us your payment card details, you will not have to repeat it, when you charge at a PNG charge point in future.

If you connect via a RFID card / fob (which we will mail to you if you request one via this mobile application), in future you will just need to touch the charge point where indicated with the card / fob and the charge point will recognize you and access your account on the PNG database.

2. Cancellation of the Service

In your capacity as a consumer, a Customer has the right to give notice to terminate the agreement within 14 days from entering into this agreement, without specifying a reason. In the case of a Customer who has ordered a RFID card / fob, the agreement is deemed to commence when that Customer registers themselves as a subscriber for the card / fob. The cancellation is considered to be effective where the Customer sends PNG the cancellation notification before the end of the cancellation period.

If the Customer has used the Service before the end of the cancellation period, the Customer shall pay PNG its normal, published fees for the Services provided before the cancellation notification is made.

To exercise their right to cancel, the Customer shall notify PNG of their decision, providing their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel. The notice of cancellation can either be sent by e-mail to info@plug-n-go.com or by telephone to PNG's customer service, (tel. 0330 232 1111).

3. Customer payment via the PNG payment system

To operate the PNG charge point, the Customer shall first authenticate themselves either via this mobile application or by touching their RFID card / fob where indicated on the charge point.

Using the Service via a RFID card / fob or the mobile application requires prior registration with PNG by the Customer and a request for the RFID card / fob to be mailed to them. Such registration requires the Customer to provide personal information to PNG, such as full name, address, email address, credit / debit card details and a password for their account.

Charging which takes place via RFID card/fobs or the mobile application is debited to the Customer's payment card or, for larger users, invoiced in arrears by bill, if the latter option is offered to the Customer.

It is the Customer's responsibility to ensure that the user information held by PNG is kept up-to-date. After registration, the Customer will be sent a one-time registration token by email to confirm their account. PNG is not responsible for data incorrectly input during or after registration.

By accepting the terms and conditions upon registration, the Customer accepts that PNG will debit the charging fee, including applicable taxes and service charges, to the payment card detailed on their original application (unless PNG has been informed in writing that these details have been changed) .

The charging fee, which is based on :

- the amount of electricity consumed at the predetermined price per kWh, notified to the Customer before charging (see 5 below),
- plus a fixed plug-in / connection fee,

will be calculated once the charging is completed and charged to the customer's nominated payment card. Charging is terminated automatically according to the Customer's instructions when plugging-in or when extended, or by the Customer at any time.

The PNG payment system can only be used at charge points which are connected to the PNG network or its partners, whose details will be provided. The location of PNG's chargers are shown in the PNG mobile application and all are branded with PNG markings.

4. The Customer's obligations and commitments

It is your responsibility, as the Customer, to :

- ensure that charging begins and is completed correctly. In order to verify that the charging has begun, you should refer to the instructions displayed on or near the charger. Charging via a RFID

card / fob or mobile application begins when the Customer has connected the vehicle to the charging station according to the instructions and your identity has been authenticated by touching your RFID card / fob or by activation through this mobile application. It is the Customer's responsibility to ensure that their vehicle is equipped to receive a charge at the charging station.

- ensure that their registered payment card is valid, that it has a sufficient balance available and is not blocked. In the event that debiting is not possible, PNG has the right to seek payment from the Customer by other means, such as by sending a separate invoice for the Customer's use of the Service.
- ensure that their payment information on their PNG account is up-to-date and valid at the time of attempting to use the Service. Failure to do so can result in PNG closing the Customer's account. PNG reserves the right to introduce monthly membership fees to the Service. If such fees are introduced, the Customer will be informed of such changes with 30 days' notice. In case of the introduction of such fees, the Customer is responsible for payment of the monthly membership fee until membership is terminated.

PNG has the right to immediately close a Customer's account if the Customer does not have sufficient balance on their account or fails to pay an invoice on the due date. In the event of late payment, PNG reserves the right to charge interest on late payments at 4% over the NatWest Bank base rate, and, where relevant, a collection fee.

Every Customer is responsible for complying with the specific parking restrictions and regulations at the charging station.

5. Product prices

Plug-N-Go offers its Customers different charging services with varying features and prices.

The price of the Service is displayed at each charging station and / or on the mobile application. The price may vary between daytime, peak and nighttime and may be Customer-specific, in which case it might differ from the basic price. Prices may also vary, due to the wholesale price of electricity supplied by PNG's energy supplier.

6. General terms and conditions

Information on Customers' purchase transactions is visible in real time on their PNG account which may be viewed on the PNG mobile application. The reports of the account may be read and printed at any time. PNG retains the Customer's 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. PNG then sends the Customer a one-time registration token by email to confirm the account is open and operative. The Customer is responsible for keeping their password secure and should avoid writing the password down so that third parties can understand what it is used for. The Customer should not record the password in a way that allows others to gain access to the information.

The Customer shall immediately notify PNG's customer service (tel 0330 232 1111) if there is any reason to believe that an unauthorised person has 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 obliged to notify PNG immediately or as soon as possible, 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 PNG's customer service (tel 0330 232 1111) as soon as possible.

If the PNG RFID card / fob, or the Customer's mobile phone on which the PNG mobile application is installed, is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the RFID card or the mobile phone) report the loss to PNG's customer service (tel 0330 232 1111). If the Customer does not notify the loss or theft of the PNG RFID card or the mobile phone within the aforementioned time limit, the Customer shall be responsible for any reported purchase transactions in full.

- *Complaints and investigation of a PNG charging transaction.*

A Customer intending to submit a complaint must notify PNG within 30 days of the date on which the purchase transaction in question was registered on their account. The notice must clearly indicate the basis for the complaint. If this is not clearly stated, the Customer will lose their right to have their complaint investigated and, if justified, the matter corrected, apart from requirements under the relevant legislation. When a Customer submits a complaint, PNG will carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by PNG. If and when a complaint is accepted, PNG will compensate the Customer for the disputed amount without delay. If the complaint is rejected, PNG will inform the Customer of the result of the investigation of the complaint and the reasons by which PNG justifies its position.

- *Changes to the Services or terms and conditions.*

Both parties are aware that both the electric vehicle charging and the mobile payments sector is rapidly developing. PNG therefore reserves the right to modify these terms and conditions to adapt its services, or the terms and conditions, to new or modified technologies, devices, standards, legislation, policies, or to appropriate technical, information security, administrative, business, operations, or other relevant procedures. PNG will inform all Customers of such proposed changes with 30 days' notice via the website www.plug-n-go.com. If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the agreement.

- *Termination of this agreement*

PNG 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 the terms and conditions of this agreement or to the obligations they have towards PNG.
- PNG has cause to suspect that the Service is being misused.

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

- *Termination of subscription membership (if applicable).*

A Customer who has entered into a subscription membership arrangement may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period. The Customer must send notice of termination by e-mail to info@plug-n-go.com or by contacting Customer Services at PNG (tel 0330 232 1111).

7. Processing of personal data

PNG will only collect personal data which is required to provide the Service to the user in an efficient and customer friendly way. The amount of data 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 payment, address information for sending our RFID Cards/Fobs.

Personal data may be processed to provide the information and services Customers need, related to, for example, marketing and the development and follow-up of sales and products. PNG may disclose names or e-mail addresses to external parties, but only those that administer the contractual obligations of PNG related to the PNG Service, on behalf of it, such as card payment providers.

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 mobile application or using another identifier to access one of PNG chargers, the user account will automatically be terminated and the Customer's 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 PNG

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

PNG is not responsible for damage, loss or unavailability of the Service 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 PNG mobile application is no longer possible.
- The supply of electricity to the charge point has been suspended or cut, for reasons outside the control of PNG
- A Plug-N-Go RFID card/app or the Customers mobile phone is lost or stolen and misused by another person.

PNG is not responsible for any fines, clamping or tow-charges where the Customer parks their vehicle in contravention of the law and regulations laid down by the landlord, site owner or municipality.

PNG 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 PNG (Force Majeure). The proviso regarding strike, boycott and blockade also applies where PNG is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by PNG, including 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, gross negligence or willfulness on the part of PNG and never in excess of what the Customer is entitled to under mandatory legislation.

9. Disputes and Law

Both Parties will use reasonable endeavours to resolve a dispute within 14 days from receipt by PNG of the written complaint from the Customer. In the event that the dispute has not been resolved within the said period, either Party may refer such dispute for investigation and determination by such person, firm or company as the Parties may agree. If agreement cannot be reached, either Party may pursue any remedy at law.

This Agreement and the Terms and Conditions applying to it will be governed by and read in accordance with the law of the jurisdiction in which the charge point is located and, in the UK, it will be subject to the laws of England, and the jurisdiction of the Courts of England and Wales.