

# Terms and Conditions

## 1. General

- 1.1. This document (“Agreement”) together with the Bonnet Privacy Policy govern your use of the service operated by Bonnet (“Service”). Services may include, but are not limited to, mobile applications and/or websites (each, an “Application”) operated by Bonnet under its own brand, its subsidiaries’ brand or under its or partners’ brand.
- 1.2. By using Bonnet’s Services, you indicate that you agree to be bound by all of the articles of this Agreement, and that you accept these Terms and Conditions.
- 1.3. When we say:
  - a. ‘we’, ‘us’ or ‘our’, we mean Bonnet Limited, trading as ‘Bonnet’, (company number 12281063), with its registered address at 91 Philbeach Gardens, SW5 9EU, London;
  - b. ‘you’ or ‘your’, we mean you, our customer;
- 1.4. We've set out in these Terms definitions of the capitalised words we use in these Terms.

## 2. Start Date

- 2.1. Your agreement starts whenever you use, download, or register for any Service; or when you accept these Terms and Conditions, whichever date is sooner. In doing so, you are expressly requesting that Bonnet provide you with our Services.

## 3. Variations to the Agreement or Prices

- 3.1. We may vary any of the terms of your agreement, including our Tariffs, Packages, and other prices, on the following basis:
  - a. any updated Tariffs, Packages or other prices and new terms will be available on our website;
  - b. we will let you know at least one week in advance if we decide to:
    1. discontinue your Tariff, Package or other prices offered to you; or
    2. make any variations to your agreement which are (in our reasonable opinion) likely to be of material detriment to you.
- 3.2. You are free to stop using the Services if we make such variations, but if you carry on using Bonnet's Services after any variation or change commences, you will be deemed to have accepted the variation.

## 4. Eligibility and registration

- 4.1. In order to access and use Bonnet Services you must be an individual at least 18 years old or a duly organised, validly existing business, organisation or other legal entity in good standing under the laws of the country you are registered and able to enter into legally binding contracts.
- 4.2. By registering to use Bonnet Services, you agree to be responsible for your own confidential data such as emails, passwords and usernames that you voluntarily provide

to Bonnet. You accept to notify Bonnet immediately if you have been made aware of your own data or another user's data being used against their knowledge or will.

4.3. Bonnet reserves the right to terminate your account (at its sole discretion) if it believes that you not adhere to the Agreement or that the account has been used for spam or other malicious purposes.

4.4. You can cancel your account anytime by emailing Bonnet at [contact@bonnetelectric.com](mailto:contact@bonnetelectric.com).

## 5. Disclaimers

5.1. The Services are provided "as is" and "as available." Bonnet disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, we make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services or any services or goods requested through the use of the Services, or that the Services will be uninterrupted or error-free. We do not guarantee the quality, suitability, safety or ability of third party providers. you agree that the entire risk arising out of your use of the Services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

## 6. Our services to you

6.1. The Services constitute a technology platform that enables users of Bonnet's mobile applications or websites provided as part of the Services to find, route to and pay for EV charging with independent third party providers of such services ("Charge Point Operators", also, "CPOs"). Unless otherwise agreed by Bonnet in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

6.2. You acknowledge that Bonnet only processes payments and does not provide or own any EV Charging Stations or function as a Charge Point Operator and that all such EV charging services are provided by independent CPOs who are not employed by Bonnet or any of its affiliates.

6.3. The CPOs are fully responsible for ensuring the operation and maintenance of their own Charging Stations.

6.4. While we do our best to provide you with the best and most accurate information with our Services, CPOs are responsible for providing the most accurate information about their Charging Stations.

6.5. Any problems or questions that might arise with regards to hardware malfunction, connection issues or other services that lie outside of Bonnet's Services provided to you under this Agreement, should be targeted at and dealt with by the respective party offering these services (for example: the CPO).

6.6. The CPO provides access to its Charging Station through the Bonnet's Services and, by using said hardware, you are automatically agreeing to the respective CPO's Terms and Conditions.

6.7. The availability of Charging Stations is subject to change.

6.8. Bonnet processes all payments for its Services, including, but not limited to, refunds, pre-authorisations, direct debits and cancellations. Any disputes arising from payments between you and the CPO when using Bonnet's Services will first try to be settled through Bonnet.

6.9. Bonnet processes all payments through a PCI DSS compliant third-party and does not store any payment card details from you.

6.10. We:

- a. may change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Depending upon the changes that are made, you may have a right to end this agreement;
- b. may also determine how Services are presented and delivered to your phone, tablet or computer (each, a "Device") or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time;

## 7. Your use of the services

7.1. To use a charging point to charge your EV, you must:

- a. create an account with Bonnet;
- b. register a valid payment card

7.2. You can start a Charging Session at all Charging Stations that are available through the Service using the mobile Application. Commencing a Charging Session at a Charging Station is done through your Device. Sometimes this will require access to your Device's camera to scan the respective QR code of the Charging Station.

7.3. You have to ensure that:

- a. charging of your EV begins and completes correctly;
- b. the Charging Station is suitable for the vehicle to be charged;
- c. you are not using Charging Stations that show error messages or visible defects and/or damages.
- d. you are complying with all parking restrictions and regulations of the given charging point.

7.4. Outside of payments, other Services offered by Bonnet may require you to set up an account with Bonnet and register a valid payment card.

7.5. You may not:

- a. remove any copyright, trademark or other proprietary notices from any portion of the Services;
- b. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Bonnet;
- c. decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- d. link to, mirror or frame any portion of the Services;

- e. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
  - f. attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.
- 7.1. The Services and all rights therein are and shall remain Bonnet's property or the property of Bonnet's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights:
- a. in or related to the Services except for the limited license granted above; or
  - b. to use or reference in any manner Bonnet's company names, logos, product and service names, trademarks or services marks or those of Bonnet's licensors.

## 8. Content

- 8.1. Bonnet offers users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Applications, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Application and through third-party websites or applications. As such, any Contributions you transmit may be treated in accordance with Bonnet's Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:
- a. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
  - b. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorise us, the Applications, and other users of the Applications to use your Contributions in any manner contemplated by the Applications and these Terms.
  - c. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Applications and these Terms.
  - d. Your Contributions are not false, inaccurate, or misleading.
  - e. Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
  - f. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
  - g. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
  - h. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
  - i. Your Contributions do not violate any applicable law, regulation, or rule.

- j. Your Contributions do not violate the privacy or publicity rights of any third party.
  - k. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
  - l. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
  - m. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
  - n. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.
- 8.2. Any use of the Applications in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Bonnet's Applications and Services.
- 8.3. When submitting any Contribution to us, you provide Bonnet with unconditional, irrevocable, non-exclusive, fully transferable licence to use, publish and/or transmit, and to authorise third-parties to use, publish and/or transmit your Contributions in any format and on any platform, currently available or invented in the future.

## 9. Responsible use of Charging Stations

- 9.1. You are responsible for the correct use of the Charging Stations at which you conduct Charging Sessions. This implies that you use these Charging Stations according to their intended use as governed by the Terms and Conditions of the respective Charge Point Operator. These may be found on the Charge Point Operator's website. Bonnet will not be responsible or liable in case of gross misconduct or misuse leading to damage of Charging Stations. Any disputes of such nature will be handled between you and the CPO directly.

## 10. Payments

- 10.1. Bonnet provides invoices to you electronically.
- 10.2. All bills, invoices and prices provided to you by Bonnet are inclusive of VAT.
- 10.3. The prices of our Tariffs, Packages and other prices are accessible on our Applications (both website and app on your Device).
- 10.4. Bonnet considers you a specific type of customer based on how you choose to pay for our Services. These are:
- a. customers that select to pay via direct debit for our subscription Packages at the beginning of every month ("Subscription Customers");
  - b. customers that pay after every Charging Session for the amount of electricity they consumed in that Charging Session ("Pay As You Go Customers");
  - c. customers that only use free Bonnet Services and do not have a payment card tied to their account ("Free Customers").
  - d. customers that use Bonnet Services as part of a larger commercial fleet or business for commercial purposes, and payment is managed by the designated contact person of

the business or the business as a whole and not by an individual (“Business Customers”).

- 10.5. Based on your customer type, specific terms may additionally apply to you in this Agreement. Please be ensure that you have read and understood the entirety of this Agreement to its fullest capacity.
- 10.6. It is your responsibility to ensure that the registered payment card is valid and has sufficient funds. In the event that debiting or charging your payment card is not possible, you may not be able to charge your EV and Bonnet may deactivate your ability to use Bonnet Services until a payment has been made successfully.
- 10.7. Charges paid by you are final and non-refundable, unless otherwise determined by Bonnet.
- 10.8. All complaints with regards to Bonnet’s Services should be submitted only to Bonnet. If you wish to submit a complaint, you shall notify Bonnet within six months from the payment in question. Depending on whether a complaint is accepted or rejected, Bonnet will either will compensate you for the amount or inform you of the result of the investigation of the complaint and justify our position, respectively.

## 11. Terms specific for Subscription Customers

- 11.1. As a Subscription Customer, you choose to prepay for a certain amount of electricity every month (“Allowance”) via direct debit to Bonnet (“Monthly Charge”). The Monthly Charge and your respective Allowance will be determined by the Package you choose.
- 11.2. The Allowance (measured in kilowatt-hours) will be made available to you via your account as soon as we have successfully taken the Monthly Charge from your payment card. This is done on a periodic basis and this will usually be done monthly (“Payment Date”). However, we may change this period, and we would give you at least 14 days’ notice of this.
- 11.3. You may then proceed to charge your EV for the entire Allowance of electricity in your account. This will be made visible to you through our mobile Application on your Device and your consumption and remaining Allowance will always be updated in real time.
- 11.4. If you have not used up all your electricity Allowance, it will *not* disappear from your account and instead will be carried over to following months indefinitely, until it has been used by you (“Unused Allowance”). You will have access to your Unused Allowance until you decide to cancel your Package or delete your account.
- 11.5. If you go over your Allowance in a given month and have no Unused Allowance tied to your account, you will automatically be charged the Pay As You Go Tariff per Charging Session. This means that your payments will be priced and billed according to Article 12 until your next Payment Date. This does not mean that your subscription is canceled, but simply allows you to keep charging even if you have reached zero kilowatt-hours of Allowance and Unused Allowance in your account.
- 11.6. If you have a subscription with our largest Package and go over your Allowance in a given month and have no Unused Allowance tied to your account, you will automatically be charged a Tariff per kilowatt-hour at the rate at which your current Package prices it. You will be billed after each charging session until your next Payment Date in accordance with Article 12.
- 11.7. You can switch between Packages indefinitely to either increase or decrease your monthly Allowance. The switching can be done within our mobile Application.

- 11.8.If you switch to a different package before your next Payment Date (“Early Switching”), your Package and billing will switch instantaneously in your Application, but the payment will only be reflected in your next Monthly Charge, which will be comprised of three components:
- a. The price of the new Package that you have chosen to subscribe to;
  - b. A pro-rata charge for the days between the date of your Early Switching and the Payment Date at the price of the new Package.
  - c. A pro-rata refund for the days between the date of your Early Switching and the Payment Date at the price of the old Package.
- 11.9.In order use Bonnet’s Services via our subscription Packages, you must pay the Monthly Charge, whether or not your allowance of kilowatt-hours is consumed by you or by another person, with or without your permission. If your Device is lost or stolen you remain responsible for all the Charges to your account that may be incurred until you successfully change your login credentials or ask us to do this for you.

## 12. Terms specific for Pay As You Go Customers

- 12.1.As a Pay As You Go Customer, you pay for the electricity that you use as you consume it. This means that we take no direct debit from your account and you are billed after each Charging Session.
- 12.2.Before commencing a Charging Session, we will pre-authorise an amount of £5 to your payment card. This pre-authorisation amount will be replaced by the actual charge amount upon completion of the Charging Session. Sometimes this may take up to 2 days from the time of charge, depending on your bank.

## 13. Terms specific for Free Customers

- 13.1.Intentionally left blank

## 14. Terms specific for Businesses Customers

- 14.1.As a Business Customer, you, an individual employee of a commercial fleet or business are not in control of your Tariffs and/or Packages and other payment-related aspects.
- 14.2.Certain portions of the Bonnet Services (mostly with regards to payments) will not be accessible to you and will be managed on your behalf by the designated contact person of your business.
- 14.3.You are bound by the same Terms and Conditions set out in this Agreement as other Bonnet customers. But all matters to do with payments, cancellations, refunds and other payment- and billing-related issues, disputes and queries are handled by your employer as a whole and communication with Bonnet is done via a designated contact person of your business.

## 15. Cancellations

- 15.1.To cancel a Subscription, you can do so directly in the mobile Application.
- 15.2.If you cancel your Subscription, the Subscription will not be renewed at the next Payment Date (“Cancellation Date”). You will be able to use your Allowance and Unused Allowance until your Cancellation Date. After the Cancellation Date, you will automatically become a Pay As You Go customer.

- 15.3. After the Cancellation Date, you will irretrievably lose any remaining Allowance and/or Unused Allowance from your account.
- 15.4. If you wish to delete your payment card from that is attached to your account, you may do so by sending an email to [contact@bonnetelectric.com](mailto:contact@bonnetelectric.com). The deletion of your payment card automatically terminates all currently active Packages or Tariffs.
- 15.5. You have the right to cancel the account by informing Bonnet via an email to [contact@bonnetelectric.com](mailto:contact@bonnetelectric.com). After the cancellation of your account, you will no longer be able to use your account.
- 15.6. The cancellation of your account automatically terminates all currently active Packages or Tariffs.
- 15.7. The cancellation has no influence on your obligation to pay any outstanding costs to us that you may have.

## 16. Promotions

- 16.1. Bonnet may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the charges applied to you.
- 16.2. Bonnet may, in Bonnet's sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Bonnet establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes:
- a. must be used for the intended audience and purpose, and in a lawful manner;
  - b. may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Bonnet;
  - c. may be disabled by Bonnet at any time for any reason without liability to Bonnet;
  - d. may only be used pursuant to the specific terms that Bonnet establishes for such Promo Code;
  - e. are not valid for cash; and
  - f. may expire prior to your use.
- 16.3. Bonnet reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Bonnet determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## 17. Liability

- 17.1. Bonnet shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Services, even if Bonnet has been advised of the possibility of such damages. Bonnet shall not be liable for any damages, liability or losses arising out of:

- a. your use of or reliance on the Services or your inability to access or use the Services;  
or
  - b. any transaction or relationship between you and any CPO, even if Bonnet has been advised of the possibility of such damages.
- 17.2. Bonnet shall not be liable for delay or failure in performance resulting from causes beyond Bonnet's reasonable control. In no event shall Bonnet's total liability to you in connection with the Services for all damages, losses and causes of action exceed five hundred pounds sterling (£500)
- 17.3. Our Services may be used by you to find, route to and pay for EV charging with CPOs, but you agree that Bonnet has no responsibility or liability to you related to any finding of, routing to and paying for EV charging with CPOs other than as expressly set forth in these terms.
- 17.4. The limitations and disclaimer in this Article do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

## 18. Indemnity

- 18.1. You agree to indemnify and hold Bonnet and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:
- a. your use of the Services or services or goods obtained through your use of the Services;
  - b. your breach or violation of any of these Terms;
  - c. Bonnet's use of your User Content; or
  - d. your violation of the rights of any third party, including third party providers.

## 19. Your Information

- 19.1. We are the data controller of your Information collected through your use of the Services for the purpose of UK data protection law. We'll only use your Information in accordance with this notice, applicable UK data protection and privacy laws and our Privacy Policy, which can be found on our website.
- 19.2. In order to supply you with Bonnet Services under this Agreement, we may process your Information. By "Your Information" we mean personally identifiable information:
- a. that you give us or that we obtain about you as a result of any application or registration for, and use of, Bonnet Services. It may include your name, current and previous address(es), date of birth, phone and fax numbers, gender, email address, employment and lifestyle information, bank and credit or debit card information, and information obtained from credit reference and fraud prevention agencies, marketing organisations and those who provide services to us, and may include information from other countries; and
  - b. acquired and processed about your use of Services while you're a customer of Bonnet, including location data, your charging data, your car details, your license plate number and your account information, including charging history.

- 19.3. Bonnet will always process Information fairly and lawfully in accordance with your rights. We will not process your Information without your consent or where we have another legitimate reason for doing so. The processing of all Information will always be necessary to provide our Services and will not unduly infringe your privacy.
- 19.4. It may be necessary to share your Information with third parties, for example CPOs, in order to process your Information and comply with our obligations to said third parties.
- 19.5. Bonnet will ensure that any Information we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. You may also ask that we correct inaccurate Information relating to you or request what Information we store by sending us an email at [contact@bonnetelectric.com](mailto:contact@bonnetelectric.com).

## 20. Governing Law

- 20.1. These Terms and Conditions are governed by the laws of England and Wales.

## 21. Definitions

- 21.1. **Packages:** our current Packages available for you to select that are set out on our website and mobile application as well as any other Packages we may introduce in the future. Packages require a direct debit and other subscriptions and Tariffs the do not require direct debit are therefore not considered packages. 'Your Package' means the Package you have chosen, details of which are set out in our Applications. Depending on the Package you choose, you will receive an Allowance made up kilowatt-hours which entitles you to a specified number of kilowatt-hours - details of these are set out in our Applications. The Packages we offer may be changed or withdrawn from time to time.
- 21.2. **Tariff:** A Tariff per kilowatt-hour available to Pay As You Go Customers that is billed after every Charging Session.
- 21.3. **Charging Session:** A successful, intended transfer of electricity from the Charging Station to an EV.
- 21.4. **Charging Station:** A piece of hardware that allows electricity to be transferred into the battery of an EV
- 21.5. **EV:** Short-hand for Electric Vehicle