

# Terms and Conditions

## 1. General

1.1. This document (“Agreement”) together with the Bonnet Privacy Policy governs your use of the service operated by Bonnet under its own brand, its subsidiaries’ brand or under its or partners’ brand (“Services”). Services may include, but are not limited to, mobile applications and/or websites (each, an “Application”) operated in the United Kingdom, Switzerland and across EU (including in Germany, Belgium, the Netherlands and Luxembourg, France, Austria, Spain, Sweden and Italy) by Bonnet.

1.2. By using Bonnet’s Services, you indicate that you agree to be bound by all of the clauses of this Agreement, and that you accept this Agreement.

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 34 Tavistock Street, London, England, WC2E 7PB, United Kingdom;
- b. ‘you’ or ‘your’, we mean you, our customer.

1.4. Capitalised words used in this Agreement shall have the meaning ascribed to them in the body of this Agreement or as per definitions in clause 20 below.

## 2. Start Date

2.1. Your agreement starts whenever you use, download, or register for any Service; or when you accept this Agreement, whichever date is sooner. In doing so, you are expressly requesting that Bonnet provides you with our Services.

## 3. Variations to this Agreement or the Services

3.1. We may vary any of the terms of this Agreement, including our Rates, the Bonnet Light Boost or Bonnet Turbo Boost (“Membership Plans”) and other prices, at our sole discretion. Any variations shall be communicated as follows:

- a. any updated Rates, Membership Plans or other prices and new terms (including regarding the Premium Services available as set out in clause 6.2 below) will be available on our Application;
- b. we will let you know at least one week in advance if we decide to:
  1. discontinue your Rate, Membership Plans 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 any such variations, but if you carry on using Bonnet Services after any variation or change commences, you will be deemed to have accepted the variation.

3.3. Notwithstanding the above, we reserve the right to change or remove any part of this Agreement and the Services without notice or liability arising from such action if (in our reasonable opinion) any such variation is not likely to be of material detriment to you. Bonnet advises you to check this Agreement at regular intervals. If you carry on using Bonnet Services after any such 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. It is your responsibility to keep that data safe and not disclose it to anyone else. You accept to notify Bonnet immediately if you have been made aware that your own data or another user's data is 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 have breached any of the provisions of this Agreement (including without limitation your undertakings in clause 7 below) or that your account has been used for spam, other malicious purposes, or shared with someone else.

4.4. You can cancel your account at any time by emailing Bonnet at [contact@joinbonnet.com](mailto:contact@joinbonnet.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 this Agreement, 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. For the avoidance of doubt, this includes your access to and use of the Premium Services (as further detailed in clause 6.2 below). 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.

5.2. The Application may include information and content uploaded by other users of the Application. This information has not been verified or approved by Bonnet.

The views expressed by other users on our Application do not represent our views or values.

## 6. Our services to you

- 6.1. The services constitute a technology platform that enables users of the Application to find, route to and pay for EV charging on a pay-on-usage basis via their Membership Plans or not (“Standard Services”). In practice, Bonnet assists users to connect with independent third-party service providers, the so-called Charge Point Operators (“CPOs”) and, from there on, Bonnet operates as a payment processor through its third-party service provider and does provide EV Charging Session indirectly. In the future, Bonnet may introduce ancillary services for its users.
- 6.2 In addition to the Standard Services, Bonnet makes available certain premium offering services (“Premium Services”) that are currently free of charge. This includes, for example, a route mapping feature, smart data about users’ charging, information about users’ home charging, and the automation of home charging, among others as set out on our Application from time to time. Users who access and use these services free of charge acknowledge and agree that these are provided in Beta form and are currently under trial and testing processes. By using the Premium Services, you accept the entire risk arising out of trialling the Premium Services, acknowledging their early-stage nature and Bonnet gives no warranty in that respect. Bonnet may at any time (at its sole discretion) decide to charge fees for the provision of the Premium Services and any pricing introduced or new terms in relation to Premium Services will be set out on the Application.
- 6.3 For the purpose of this Agreement, but strictly subject to the provisions of Clause 6,2, the Standard Services together with the Premium Services are referred to as “Services”.

6.4. You acknowledge that Bonnet processes payments through its third-party service provider and does not provide or own any EV Charging Stations or function as a Charge Point Operator. All such EV charging services are provided by independent CPOs who are not employed or otherwise engaged by Bonnet or any of its affiliates.

6.5. We are not responsible for the maintenance or proper functioning of the EV Charging Stations and accept no liability in relation to your use of the EV Charging Stations. The CPOs are fully responsible for ensuring the operation and maintenance of their own EV Charging Stations.

6.6. While every effort has been taken to ensure that all the information provided by Bonnet is correct, we do not accept any responsibility for the accuracy of the information contained within the Application and the Services, nor for the consequences of any actions taken or not taken as a result of this information. CPOs are solely responsible for providing the most accurate information about their Charging Stations. We shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to be caused, directly or indirectly by the information contained within the Application and Services.

6.7. Any problems or questions that might arise with regard to hardware malfunction, connection issues or other services that lie outside of Bonnet 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).

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

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

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

6.11. 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 individual private or business account with Bonnet;
- b. register a valid payment card; and
- c. select a home country where most of your EV Charging will occur for correct billing purposes.

7.2. Users may only have a limited number of active accounts with Bonnet. If we determine that you are using excessive multiple accounts, we reserve the right to merge or terminate one or more of your accounts or refuse to continue to provide the Services to you.

7.3. 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.

7.4. Bonnet's Services are available in different countries. When setting up an account with us and signing up for a Membership Plan you will be requested to choose a single

country from a drop down list that will come up on the Application. You must choose the country where most of your EV Charging will be occurring. If your country is not listed on the Application, then Bonnet is not available for you at the moment, but might be in the future.

7.5. Although you are allowed to access the Services and use Charging Stations in different locations (for example, in a country which is not the one you have selected during your registration), you must ensure that at least 50% of your EV Charging takes place in that selected country where you have purchased your Membership Plan. If Bonnet suspects or identifies that you are abusing your usage of Bonnet's Services and carrying out 50% or more of your EV Charging in a location different than the one selected during your Membership Plan registration, Bonnet reserves the right at its sole discretion. to cancel your account or re-assign it to the correct country (being such the location where you most often carry out your EV Charging).

7.6. The creation of excessive multiple accounts on a single Device (clause 7.2) or otherwise and any misuse of Bonnet's Services in different locations, including by attempting to leverage any pricing differences of Membership Plan in countries other than the country of registration of your Membership Plan (clause 7.4) shall constitute a material breach of this Agreement by the relevant user.

7.7. 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; and
- d. you are complying with all parking restrictions and regulations of the given charging point.

7.4. 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;

- f. attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks; or
- g. otherwise use the Services in such a manner that Bonnet considers abusive and/ or fraudulent (e.g. by reselling the electricity provided to you throughout your usage of the Services).

7.6. The Services and all rights therein are and shall remain Bonnet's property or the property of Bonnet's licensors. Neither this Agreement 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 on the Application, 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 which contains personal data will be treated in accordance with Bonnet 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 Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and this Agreement.
- 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 Application and this Agreement.
- 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, libellous, 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 this Agreement, or any applicable law or regulation.
- 8.2. Any use of the Application in violation of the foregoing warranties will result in, among other things, termination and/or suspension of your rights to use the Bonnet's Application and Services. You may also be liable to indemnify Bonnet for any loss or damage suffered by us arising out of, or in connection with, a breach of the foregoing.
- 8.3. When submitting any Contribution to us, you provide Bonnet with unconditional, irrevocable, non-exclusive, royalty-free, 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.
- 8.4. We also have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to our Application constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.5. We have the right to remove any posting you make on our Application if, in our reasonable opinion, your Contribution does not comply with the content standards set out in this Agreement.

## 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 CPO. If you require guidance, service or support on how to use any particular EV Charging Station, you will need to contact the CPO that you are using

directly. Their customer services contact details may be found on their website and are often advertised at the EV Charging Station itself.

9.2. Subject to the provisions of Clause 9.3, Bonnet will not be responsible or liable in case of gross misconduct or misuse leading to damage of Charging Stations. Notwithstanding, you may not sabotage, modify, reproduce, adapt, reverse engineer or otherwise use any Charging Station in a malicious way, even if some failure occurs or if adjustments are needed to increase the functionality or guarantee the interoperability. Any such misuse shall constitute a material breach of this Agreement by the relevant user.

9.3. Any disputes of such nature will be handled between you and the CPO directly. However, if a claim is raised against Bonnet by a CPO because of a User's misuse of Bonnet's Services (including, without limitation, misuse which has led to (i) damage of a specific Charging Station or (ii) breach of any of the use restrictions set out in clause 9.2 above), Bonnet shall be entitled to pass on any such liability to the defaulting user.

## 10. Rates and Payments

10.1. The price per kWh you will pay for EV Charging (the "Rates") carried out through Bonnet will be displayed on our Application.

10.2. Rates are shown in your local currency and are priced individually for each country.

10.3. Bonnet endeavours to ensure that Rates displayed on the Application reflect the CPO's most up to date price, however, occasionally, changes and errors occur, and we do not accept any responsibility if the Rates displayed on the Application are inaccurate or do not reflect most up to date price. You shall be bound by whatever actual Rate is displayed on the Application at the time of your EV Charging and you will not be entitled to claim back from Bonnet any monies paid due to any variation or inaccuracy on Rates contained within the Application relative to the CPO's pricing or otherwise.

10.4. If you are a Membership Plan Customer or a Pay as You Go Customer (for further details, please see clause 10.6 below), Bonnet will charge you after every Charging Session successfully completed through the Application for the amount of electricity you have consumed in that Charging Session. All charges will be calculated with reference to Bonnet's Rates displayed on the Application and will be automatically deducted from the payment card registered in your account. Charging for Business Customers will be as per the provisions of Clause 13.

10.5. All bills, invoices and prices provided to you by Bonnet are inclusive of any applicable VAT. To the extent any personal or other taxes are payable by you in respect of this Agreement in the jurisdiction where you reside or otherwise, they shall be entirely your responsibility.

10.6. Bonnet considers you a specific type of customer based on how you choose to pay for our Services. These are:

- a. customers that hold a Membership Plan with Bonnet and have access to Services at a discounted Rate depending on their Membership Plan pursuant to clause 11.1 (“Membership Plan 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”); and
- c. 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”).

10.7. Based on your customer type, specific terms may additionally apply to you in this Agreement. Please ensure that you have read and understood the entirety of this Agreement.

- 10.8. 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 first Charging Session. Sometimes this may take up to 2 days from the time of charge, depending on your bank.

10.9. It is your responsibility to ensure that the registered payment card is valid, up-to-date 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 you update your payment details and your payment transactions can be successfully completed.

10.10. Charges paid by you are final and non-refundable, unless otherwise determined by Bonnet (at our discretion).

- 10.11. Any complaints with regards to Bonnet’s Services (including those relating to payments) should be submitted only to Bonnet. If you wish to submit a complaint, you shall notify Bonnet within six months from the due date of the payment in question. Depending on whether a complaint is accepted or rejected, Bonnet will either compensate you for the amount paid or inform you of the result of the investigation of the complaint and justify our position, respectively.

## 11. Terms specific for Membership Plan Customers

11.1. As a Membership Plan Customer, you choose to pay a monthly subscription fee to Bonnet (“Monthly Charge”) which will enable you access to Bonnet’s Services at fixed discounted Rate per kilowatt-hour (“Discounted Rate”) depending on your Membership Plan. Bonnet may offer different Membership Plan options from time to time and your Monthly Charge and respective Discounted Rate will be determined by the Membership Plan you choose.

11.2. The Discounted Rate 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 can switch between Membership Plans indefinitely and the switching can be done within our mobile Application.

11.4. If you switch your Membership Plan to have access to a more advantageous Discounted Rate (“Upgrade Switch”), the new Membership Plan you’ve chosen to subscribe to will appear instantaneously on your mobile Application and you will be immediately charged for the difference on a pro-rata basis between your previous lower Discounted Rate and the new higher one. On the next billing date following your Upgrade Switch, you will continue to be charged for the Discounted Rate corresponding to your new Membership Plan.

11.5. If you switch your Membership Plan to a less advantageous Discounted Rate (“Downgrade Switch”), the Discounted Rate you will be charged for in the relevant month you’ve effectuated the Downgrade Switch will not change and, on the next billing date following your Downgrade Switch, the lower Discounted Rate you’ve downgraded to will apply.

11.6. In order to use Bonnet’s Services via our Membership Plans, you must pay the Monthly Charge, whether or not any amount of electricity is consumed by you in a given month. 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.

11.7. We may change the Membership Plans available (or introduce new ones) and any pricing or other terms therein from time to time at our sole discretion and we will give you at least 7 days’ notice of any update.

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

12.1. As a Pay As You Go Customer, you choose not to subscribe to a particular Membership Plan and you will pay for the electricity that you use as you consume it. You will be billed at the Rate displayed on our Application and you will not benefit from any discount available to Membership Plan Customers. However, we will take no direct debit from your account (i.e., Monthly Charge) if you do not use the Services.

## 13. Terms specific for Businesses Customers

13.1. As a Business Customer, you, an individual employee of a commercial fleet or business are not in control of your Rate, the Membership Plan your organisation selected for you and other payment-related aspects.

13.2. Certain portions of Bonnet Services (mostly with regards to payments) may not be accessible to you and will be managed on your behalf by the designated contact person of your business. Notwithstanding the above, you will be required to provide your credit card details to register with Bonnet and have access to our Services as a designated user of your organisation. This is because depending on Bonnet’s arrangement with your business, your usage of Bonnet’s Services might be limited to a maximum amount of monetary credit to be consumed in a given period or any other type of commercial arrangement negotiated between your organisation and Bonnet. In this case, you will be informed by your organisation that any exceeding

amount of electricity consumed by you through Bonnet's Services will be at your own cost and automatically charged from the payment card registered in your account at the applicable Rate depending on whether you are a Membership Plan Customer or a Pay as You Go Customer.

13.3. You are bound by the same terms and conditions set out in this Agreement as other Bonnet's 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.

13.4. If you are using the Bonnet Services in relation to your employment or consultancy with a commercial user of Bonnet, you acknowledge and agree that Bonnet may share data about your use of Bonnet Services with your organisation, including without limitation information about the Charging Stations you have used, the volume of electricity you have consumed, the frequency of your Charging Sessions, among others. Such information may be disclosed at an aggregated or individual level and it is generally used by commercial subscribers (in this case, your organisation) for business purposes such as assessing and monitoring how employees are using and benefiting from Bonnet's Services (e.g. are employees or consultants using the best route, are they being efficient in their driving, etc). For further information about how your personal information will be processed, please see our Privacy Policy at <https://www.joinbonnet.com/privacy-policy>.

## 14. Cancellations

14.1. To cancel your Membership Plan, you can do so directly in the mobile Application.

14.2. If you cancel your Membership Plan, your Membership Plan will not be renewed at the next Payment Date ("Cancellation Date") and from the such date onwards, you will automatically become a Pay As You Go Customer as and when you use Bonnet's Services.

14.3. If you wish to delete your payment card from your account, you may do so by sending an email to [contact@joinbonnet.com](mailto:contact@joinbonnet.com), but please bear in mind that deletion of your payment card will automatically terminate your registration with us. After the deletion of the payment card from your account, you will no longer be able to use Bonnet's Services.

14.4. You have the right to cancel the account by informing Bonnet via email to [contact@joinbonnet.com](mailto:contact@joinbonnet.com). After the cancellation of your account, you will no longer be able to use Bonnet's Services.

14.5. The cancellation has no influence on your obligation to pay any outstanding costs to us that you may have.

## 15. Promotions

15.1. 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.

15.2. 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 and without prior notice to you;
- 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.

15.3. 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 this Agreement.

## 16. Liability

16.1. Bonnet shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, loss of income, non-realisation of expected savings, loss of an opportunity, damage as a result of loss or corruption of data, loss of goodwill and/or reputational damage, downtime costs and similar financial or economic losses, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Services. 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.

16.2. 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

then greater of (a) five hundred pounds sterling (£500); and (b) the aggregate fees paid by you to Bonnet within the previous 12 month period.

16.3. 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 this Agreement.

16.4. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation; and
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

## 17. Indemnity

17.1. 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 use of the Charging Stations;
- c. your breach or violation of any of the provisions of this Agreement;
- d. Bonnet's use of your Contribution; or
- e. your violation of the rights of any third party, including third-party providers.

## 18. Your privacy

18.1. We are the data controller of your personal Information collected through your use of the Services for the purpose of data protection law. We'll only use your personal Information in accordance with applicable data protection laws and our Privacy Policy.

18.2. In order to supply you with Bonnet's Services under this Agreement, we will need to process your personal Information, but we do so in a fair, lawful and transparent manner and we will not unduly infringe your privacy or your other legal rights.

18.3. For further information on how Bonnet handles your personal data, please see our Privacy Policy [here](#).

## 19. Governing Law

19.1. This Agreement is governed by the laws of England and Wales.

19.2 To the extent that You are based in a jurisdiction where mandatory local law applies, which conflicts with any of the terms of this Agreement, the remainder of this Agreement shall remain in force and the mandatory local law provision shall take precedence over the conflicting provision in this Agreement.

## 20. Definitions

20.1. Charging Session: A successful, intended transfer of electricity from the Charging Station to an EV.

20.2. Charging Station: A piece of hardware that allows electricity to be transferred into the battery of an EV.

20.3. EV: Short-hand for Electric Vehicle.

20.4. Rate. The price per kWh (kilowatt-hour) you pay depends on the Membership Plan you chose to subscribe to, or as a PAYG Customer, both as set out on our Application.