EV Charging Terms & Conditions

These conditions contain important information including details of how 3ti Energy Hubs Limited (3ti) will provide the Services (as defined below) and how you as the Customer use the same. It sets 3ti's liability to you, and what you should do if you have concerns with these terms or the Services or wish to cancel. 3ti has highlighted some of the most important parts of the terms in bold.

By using the Services, including registering as a customer with 3ti, using charging infrastructure in the Charging Network (as defined below) to charge a vehicle, using Mobile App and/or the Customer Portal, and/or applying for and using a Card, you, as the Customer agree to these terms as they apply to the Services and you will enter into an agreement with us. If you do not agree to these conditions, you should not proceed to use our Services.

3ti Energy Hubs Limited (**3ti**) provides electric vehicle charging services to customers through its own network and networks owned by other third party owners. Provision of the Services is made subject to the conditions set out below.

1. INTERPRETATION

1.1. In **these** terms and conditions (these "**Conditions**") the following words and expressions shall have the following meanings:

3ti Account: the Customer account that holds the Payment Card details;

3ti Network: the network of Charge Points owned and/or operated by 3ti;

Card: the RFID card provided by 3ti to the Customer (subject to payment of any relevant fee by the Customer) in accordance with the Contract. The card will provide a convenient method of accessing and using Chargers within the Charger Network and will not directly require the use of a separate mobile device or otherwise rely on the availability of signal from a corresponding mobile network for that mobile device to access the payment platform;

Charge Point: the equipment identified as part of the Services within the Charging Networks (either owned by 3ti or by any Client or any other third party) which is used by the Customer to recharge electric vehicles with electricity;

Charging Fee: the amounts payable by the Customer in connection with the Customer's use of a Charging Facility in order to recharge its car. The fees are based on the published tariffs as described in accordance with the Contract and incurred by the Customer for their use of the Charging Facility;

Charging Networks: 3ti Network, and Third Party Networks;

Charging Session: use of the Charging Facility for a single charging session only;

Charging Facility: the Charge Point and designated Charging Space and use of them by the Customer to recharge its vehicle with electricity;

Charging Space: the car parking bay/area allocated for the Customer to make use of the Services;

Client: a client of 3ti where 3ti provides its platform to enable them to enable a Charging Session for their drivers and undertake payments through the Payment Process;

Contract: collectively, the completed Registration Form, these Conditions, any user guide and/or regulations supplied to the Customer and any other document referred to in these Conditions;

Customer: a customer who purchases the Services from 3ti;

Customer Portal: 3ti's Customer portal on the Website;

Force Majeure Event: an event beyond the control of 3ti making delivery and/or performance impracticable, illegal or impossible. This includes without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or failure of grid operators or failure or interruption of supply of electricity to the Charge Point or failure of the network connections or failure of internet and telecommunication connections/networks to the Charge Point or Charge Point hardware failure;

Idle Fees has the meaning given to it in Condition 4.6.;

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Intellectual Property Rights: patents, rights to inventions, copyright and related rights, software, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Mobile App: the smartphone app that enables access and other services on the Charging Networks;

Parties: 3ti and the Customer;

Payment Card: the Customer's debit or credit card which is registered to its 3ti Account, or used to activate payment directly;

Payment Process: the process where the Customer makes payment through Our Website, Mobile App, 3ti Account or using contactless payments;

Registration Process: the process by which the Customer registers on the Website or on the Mobile App to use the Services. This involves the completion by the Customer of the Registration Form and any other requirements as set out on the Website or the Mobile App. Upon successful registration, the Customer will be notified and will receive a welcome email;

Registration Date: the date on which the Customer completes the registration and as confirmed by 3ti's welcome email;

Registration Form: the registration form the Customer completes as part of the Registration Process;

Reserve Payment: means a pre-authorised payment made by the Customer;

Services: the services to be provided to the Customer by 3ti under these Conditions as set out in condition 2;

Third Party Charge Points: Charge Points owned and/or operated by third parties;

Third Party Networks: the network of Third Party Charge Points;

User Details: see Condition 4.13;

Website: 3ti website, available at https://3ti.co.uk together with all available pages of 3ti Website and associated Customer portals provided by associated third parties;

VAT: Value Added Tax.

1.2. These Conditions set out the Customer's rights and obligations when purchasing the Services in accordance with these Conditions. These conditions will be deemed to be accepted when the Customer commences the Services on which date a Contract will have come into existence.

1.3. The charging services enable the Customer to recharge its vehicle with electricity via the **3ti Network** and in some circumstances via a **Third Party Network.**

1.4. A list of the 3ti Charge Points and Third Party Charge Points forming the Charging Network is updated regularly and can be viewed via the Mobile App or the Customer Portal.

1.5. The use of the Services relies on third party communications and mobile data networks and the Customer agrees that there may be circumstances where the Mobile App, the Customer Portal and/or the Services are unavailable due to circumstances beyond 3ti's control.

1.6. 3ti may modify, restrict access to, or suspend the Services available on the Charging Network at any time where it is reasonably necessary for 3ti's internal business operations, to reflect changes in relevant laws and regulatory requirements or where this is due to circumstances outside of 3ti's reasonable control.

1.7. The Customer's use of the Services does not constitute a supply of electricity to a premises.

1.8. Where using Third Party Charge Points the Customer must comply with signage and safety instructions as notified to the Customer from time to time by the owner and/or operator. Except as expressly set out in these Terms, 3ti is not responsible for the Customer use of Third Party Charge Points.

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1.9. To use the Mobile App or the Customer must have an internet-enabled, eligible device which is connected to the internet and uses a software version that supports the Mobile App or the Customer Portal. Please see the Website for relevant information.

1.10. The Customer may incur and is solely responsible for charges from its broadband or mobile phone network operator for downloading and using the Mobile App, using the Customer Portal and/or using the Services.

1.11. The Mobile App, the Customer Portal and the Website use cookies. Cookies are text files placed on the Customer's device to collect standard Internet log information and visitor behaviour information. For more information about what cookies 3ti uses, how 3ti uses them, and also how 3ti process information about the Customer. Please see 3ti Cookie Policy on the Website.

1.12. When the Customer uses the Mobile App, the Customer Portal or the Website 3ti will collect data including, but not limited to, the Customer's geographic location, its device's type, unique ID, IP address, charging session start and stop times, network status and information about the way the Customer uses the Mobile App, the Customer Portal and/or the Website. For more details about 3ti's approach to processing personal; data and data security, please see the Website.

2. SERVICES

2.1. 3ti will provide the Customer with the following services (the **Services**):

2.1.1. the ability to use the Charging Facility to recharge their vehicle with electricity;

2.1.2. the use of a telephone helpline to aid the Customer with use of the Services or report a fault.

3. RESPONSIBILITIES OF THE CUSTOMER

3.1. It will be the Customer's responsibility to:

3.1.1. co-operate with 3ti in all matters relating to the Services;

3.1.2. act in a safe manner and comply with all instructions displayed at the Charging Facility or the Mobile App or the Customer Portal and/or given by 3ti in relation to the use of the Services;

3.1.3. be aware of any parking restrictions that may be being enforced nearby or attached to the Charging Facility;

3.1.4. use all materials, equipment, documents and other property of 3ti (Materials) at the Charging Facility in a safe and responsible manner and not to dispose of or use the Materials other than in accordance with 3ti's written instructions or authorisation together with any instructions provided by the vehicle manufacturer;

3.1.5. remove the vehicle once charging is complete and ensure that access to the Charging Space and Charge Point is cleared to allow for other users to use the Charging Facility;

3.1.6. the Customer shall reimburse 3ti in respect of all costs, claims, demands, expenses and liabilities which they may suffer or incur out of or in connection with the failure by the Customer to comply with the instructions and safe operation of the Charging Facility;

3.1.7. reimburse 3ti for any loss or damage caused to the Charge Point by the Customer's vehicle, charge lead and/or directly in-person;

3.1.8. where charging cables are not provided at a Charging Facility, provide charging cable(s) to connect the Customer's vehicle to the Charging Facility. The Customer will only use charging cables of a standard and quality not less than those recommended by its vehicle's manufacturer and will not use any cables which are damaged, faulty or modified in any way;

3.1.9. ensure that, when using the Services, it physically disconnects its vehicle from the Charge Point and the Charging Facility correctly after charging is complete;

3.1.10. where a charging cable is provided at the Charging Facility, ensure it is stored safely once it has finished using it; and

3.1.11. ensure that it is the only person who uses the user account via the Mobile App installed on its mobile device – the Customer must not authorise anyone else to use the Mobile App installed on its mobile device;

3.1.12. use the Mobile App and/or the Customer Portal on one device at any time;

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3.1.13. keep secure its Payment Card and account credentials and ensure that no unauthorised person can access or use it;

3.1.14. ensure that its 3ti Account password and passcode (if applicable) are kept secure – for example, the Customer must not tell anyone else its password or passcode and its password or passcode must not be kept as a written or electronic record with or on its mobile device;

3.1.15. keep the information provided to 3ti updated if its details change – for example, it is essential that the Customer updates its email address if it changes in order to continue; and

3.1.16. have the ability to access any emails and communications that 3ti correctly send to the Customer using the details that the Customer has provided to 3ti. It may be necessary for the Customer to check its email "junk mail" folders and/or make changes to its email filter settings to ensure that 3ti emails are received directly into its email inbox folder.

3.1.17. comply with the parking terms and conditions where the Charging Spaces are located.

3.2. The Customer shall not:

3.2.1. tamper with or damage any electrical equipment that connects to or forms part of the Charge Point;

3.2.2. use Charging Facilities in any manner which may be harmful, cause a nuisance, disruption or disturbance, or which is in any way unlawful;

3.2.3. use the Services for any re-sale purpose; or,

3.2.4. act in any way that does or could damage or impact the operation of a Charge Point or another user of the Charging Facility;

3.2.5. use its mobile device whilst driving;

3.2.6. rent, lease, sub-license, loan, provide, or otherwise make available the Mobile App and/or the Customer Portal in any form, in whole or in part, to any person without prior written consent from 3ti;

3.2.7. copy the Mobile App and/or the Customer Portal except as part of the normal use of the Services or where it is necessary for the purpose of back-up or operational security;

3.2.8. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Mobile App and/or the Customer Portal nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Mobile App and/or the Customer Portal to obtain the information necessary to create an independent program that can be operated with the Mobile App and/or the Customer Portal, or with another program, and provided that the information obtained by the Customer during such activities:

3.2.8.1. is not disclosed or communicated without 3ti's prior written consent to any third-party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;

3.2.8.2. is not used to create any software that is substantially similar in its expression to the Mobile App and/or the Customer Portal;

3.2.8.3. is kept secure;

3.2.8.4. is used only for the Permitted Objective; and

3.2.8.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Mobile App and/or the Customer Portal;

3.2.8.6. violate any laws in the Customer's use of the Mobile App and/or the Customer Portal;

3.2.9. transmit any material that is defamatory, offensive or otherwise objectionable in relation to or through the Customer's use of the Mobile App and/or the Customer Portal or provide any content that does not comply with any applicable law or regulation;

3.2.10. manipulate the Mobile App and/or the Customer Portal so as to hide its identity or its use of the Mobile App and/or the Customer Portal;

3.2.11. use the Mobile App and/or the Customer Portal to transmit viruses, worms, bots, trojans, or other malicious code;

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3.2.12. do anything that could overburden, disable, or impair the appearance, functionality, or proper working of the Mobile App and/or the Customer Portal, or the Services or any software, hardware (including any Charging Facility), equipment, or materials used in connection with the Mobile App and/or the Customer Portal, or the Services; use or exploit any errors in design, features that have not been documented, or "bugs" to gain access in any way that is not generally known and intentionally made available by 3ti;

3.2.13. use the Mobile App and/or the Customer Portal in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

3.2.14. collect or harvest any information or data from the Mobile App and/or the Customer Portal or our systems or attempt to decipher any transmissions to or from the servers running the Mobile App and/or the Customer Portal or any associated services;

3.2.15. infringe our intellectual property rights or those of any third-party in relation to the Customer use of the Mobile App and/or the Customer Portal, including by uploading any material to the Mobile App and/or the Customer Portal (to the extent that such use is not licensed by these Terms); or

3.2.16. do anything 3ti reasonably consider to be disreputable or capable of damaging our reputation, including that of the Mobile App, the Customer Portal and/or the Website or the Services.

The Customer acknowledges that failure to comply with the Contract shall result in a breach of the Contract, and the Customer will be liable for any resulting costs in connection with such breach.

3.3. The Customer's use of the Charge Point in 3ti Networks using the Card or through the Website or Mobile App is conditional upon the Customer's compliance with the Contract.

3.4. The Customer represents and warrants to 3ti that the information that provided to 3ti is true and accurate. The Customer shall notify 3ti as soon as practicable if any information or details change.

3.5. The Customer must notify 3ti immediately, if the security of its mobile device and/or 3ti Account information is compromised due to:

3.5.1. Its mobile device being lost or stolen;

3.5.2. Its Payment Card or Card being lost or stolen;

3.5.3. 3ti Account password and/or passcode (if applicable) becoming or likely to become known by another person; and/or

3.5.4. unauthorised access to the Customer's mobile device, Payment Card, Card and/or 3ti Account.

3.6. The Customer acknowledges that 3ti will not have any obligation to notify the Customer's registered card issuer of fraudulent or unauthorised charge activity or to take any action on the Customer's behalf. However, 3ti may disclose the Customer's information where 3ti is under a duty to disclose or share the Customer's personal data in order to comply with any legal obligation or to protect the rights, property or safety of the Mobile App, the Customer Portal, the Website, 3ti customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

4. PRICE AND PAYMENT FOR THE SERVICES

4.1. In consideration for 3ti providing the Services, the Customer shall pay the Charging Fees to 3ti for using the Charging Facility.

4.2. In order to use the Charge Points, the Customer will be required:

4.2.1. carry out a registration process set out in Conditions 4.8 to 4.13; and/or

4.2.2. possess the Card in accordance with Conditions 4.14 to 4.20; or

4.2.3. register the Customer's Payment Card on the Customer Portal on the Website or the Mobile App.

Please note the following:

a) 3ti only accepts payment in Pounds (£) Sterling;

b) 3ti only accepts payment using Visa, Mastercard, Maestro, Solo and American Express;

c) the price for the Services may vary according to whether the Customer uses the Services as a registered user or using the Mobile App or the Customer Portal;

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d) all Payment Card payments are subject to pre-authorisation by the Payment Card issuer;

e) the Customer's preferred debit or credit card may not be eligible for payment for the Services as method of payment. The Customer can check whether its debit or credit card is eligible by attempting to load it as a registered card in the 'Account' section of the Customer Account.

Approval of the request to purchase electricity from 3ti is at its sole discretion. 3ti may refuse to authorise a purchase if any of the following applies:

a) 3ti reasonably suspects fraud or illegal activity;

b) the Customer has reported its payment card as lost or stolen;

c) 3ti reasonably considers this is necessary to protect the security of the Customer's Account;

d) because allowing the Customer to use the Services means 3ti may break a law, regulation, code or other duty that applies to 3ti, or could expose 3ti to action or criticism from any government, regulator or law-enforcement organisation;

e) the Customer has not made any payment that is owed to 3ti in full by the date due; or

f) 3ti cannot reasonably meet the Customer's request.

The Customer may cancel its request for any reason up until the point at which it connect the charging cable to its vehicle at the selected Charge Point.

4.3. The Charging Fees for using the Charging Facilities are calculated based on the price of use of each Charging Facility and may take into account:

4.3.1. the amount of electricity consumed (e.g. kWh)' and/or

4.3.2. the time at-, connected to-, or charging at the Charge Point (e.g. per minute, parking or any Idle Fees); and/or

4.3.3. the process of initiating a Charge Session at the Charging Facility; and/or

4.3.4. the type and capability of Charging Facility; and/or

4.3.5. the rate of charge provided by the Charging Facility.

4.4. The Charging Fees (including Idle Fees) are as shown on the Charge Point or the Mobile App and the Website or the Customer Portal, as updated from time to time. These Charging Fees include VAT.

4.5. On completion of a successful Charging Session, whenever possible notification of the Charging Session setting out the time of the charge, electricity consumed and cost to the Customer of the Charging Session will be set out in 3ti Account information available on the Mobile App or the Website or the Customer Portal. The Customer acknowledges that when a Charging Session is activated anonymously, via the website or contactless payment terminals, such reports or notifications are not possible.

4.6. 3ti may levy additional charges if the connection exceeds a specified time limit applied to a Charge Session or a time limit after a successful Charging Session. These charges are referred to as, "Idle Fees". The idle period (i.e., the time after which such Idle Fees will be levied) as well as the amount of the Idle Fee will be indicated in accordance with Condition 4.2. An Idle Fee will be levied if the Customer remains connected to the Charge Point in excess of the specified idle period and thereafter for subsequent idle periods.

4.7. The Customer undertakes to be considerate to other Charging Facility users and shall not block Charge Point or the Charging Facility beyond its own active use of the Charge Point or the Charging Facility during a Charging Session. In the event that following use of the Charge Point or the Charging Facility, the Customer leaves its car unconnected and/or blocking other customers from using a Charging Facility, 3ti shall be entitled to take action, including without prejudice to any other remedy available to it, applying Idle Fees and terminating or suspending the Customer's use of the 3ti Account.

Customer Registration and Payment

4.8. The Customer may be required to complete the Registration Process and in doing so, provide certain data.

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4.9. Before charging the electric vehicle, a pre-authorisation Reserve Payment amount may be held by 3ti from the Payment Card account as part of the Payment Process until the total Fees and/or Charging Fee payable for the Charging Session (including any applicable Idle Fees) is debited from the Payment Card account following completion of the Charging Session. The current Reserve Payment amount can be found on the Website or the Mobile App. If the Reserve Payment is declined due to insufficient funds or any other reason, then the Customer will not be able to continue the Charging Session.

4.10. Upon completion of a Charging Session, 3ti will take a payment from the Payment Card, after which the Reserve Payment will be refunded within 30 days. The amount charged to the Payment Card will be calculated in accordance with Condition 4.2. .

4.11. If for any reason 3ti is unable to collect payment, in full or in part, at the end of the payment session, 3ti reserves the right to attempt to collect payment using the original card details provided for a period of up to 30 days from the completion of the Charging Session.

4.12. If the Customer does not update the Payment Card details at the point of expiry then the Customer will be unable to undertake a Charge Session.

4.13. The Customer is responsible for maintaining the confidentiality of the online username and password ("**User Details**") and for restricting access to its computer, tablet, mobile phone, any other device the Customer may use to access 3ti Account and the Card to prevent unauthorised access to 3ti Account. The Customer warrants and undertakes to 3ti:

4.13.1. to keep its User Details confidential and takes all reasonable precautions to prevent unauthorised or fraudulent use of them or the Card.

4.13.2. not to disclose its User Details to any other person or record its User Details in any way that may result in them becoming known to another person.

4.13.3. to accept responsibility for and are liable for all activities that occur under 3ti Account.

4.13.4. to inform 3ti immediately if it has any reason to believe that User Details have become known to anyone else, or if User Details or the Card are being, or are likely to be, used in an unauthorised manner.

The Card

4.14. The Customer may be able to obtain the Card for added convenience in charging. A fee may be payable to cover the cost of this card. This fee will be indicated at the time of purchase.

4.15. If the Customer decided to return the Card, it should contact 3ti and arrange for the return of the Card. If the Customer notifies 3ti its wish to return the Card within 14 days of purchase, 3ti will refund the fee for the Card following receipt of the Card.

4.16. Each Card is unique and will be registered to an individual Customer, and cannot be transferred without 3ti's consent. It can only be used by the Customer.

4.17. Once the Card is received by the Customer, all risk of loss and/or damage to it passes to the Customer. If the Card is lost, stolen or damaged, the Customer can purchase a replacement via the Mobile App or Website, or by otherwise contacting 3ti Support. On receipt of the fee for the replacement card, 3ti will send the Customer a new card to the Customer's registered address.

4.18. In the event of the Card being lost or stolen, please notify 3ti as soon as practicable. Once notified, 3ti can freeze the Customer's 3ti Account from that point onwards and protect the Customer's 3ti Account from unauthorised use. 3ti shall not be liable for any loss to the Customer up until that point.

4.19. In the event of the Card being faulty, please notify 3ti, return the card to 3ti (please see Condition 9) and, subject to confirmation of the fault, 3ti will arrange for a replacement card to be sent to the Customer's registered address at no cost.

4.20. The Customer agrees, warrants and undertakes to 3ti that it (or any other individuals registered with 3ti in connection with the Customer's 3ti Account) shall not:

4.20.1. allow other individual(s) to use the Customer's 3ti Account or the Card without 3ti's prior written consent;

4.20.2. use the 3ti Account and the Card in any manner which may be harmful, cause a nuisance, disruption or disturbance, or which is in any way unlawful;

4.20.3. tamper with or damage the Card.

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Contactless Payment

4.21. When using Charging Network, the Customer may be able to use a contactless payment method to make payment. A contactless payment card means a debit card, credit card, prepaid card, charge card, sticker, smart phone, smart watch or other card or device that is used to transmit contactless payment information to or from a payment account (such as a credit card account, current account, electric money account or digital wallet).

4.22. Contactless payment cards are not currently accepted at all Charging Facilities across the Charging Network so the Customer should make sure that it checks whether they are accepted at the Charging Facility it wishes to use.

4.23. It is also the Customer's responsibility to check the price of the Services at the Charging Facility before it begins charging its electric vehicle.

4.24. To use a contactless payment card, the Customer must touch it on the card reader at the selected Charging Facility at the start and end of each time the Customer uses the Services.

4.25. To pay the correct amount for the charge, the Customer must always touch in and out using the same contactless payment card.

4.26. When the Customer touches its contactless payment card on a card reader on the Charging Facility, the Customer is giving authorisation for the cost of the use of the Services to be charged to the Customer's payment account.

4.27. Before charging the electric vehicle, a pre-authorisation hold against the Customer's payment account will be made in accordance with Condition 4.9.

4.28. After the Customer has finished charging its electric vehicle 3ti will charge the Customer for using the Services. The amount charged will be calculated based on the amount of electricity the Customer has used and the applicable price for the Charging Facility the Customer has used, as well as any applicable additional fees.

Processing of payment

4.29. The Customer's payment card details will be processed by 3ti (including on Customer Portal or Mobile App) solely for the purpose of sharing these with 3ti's third party payment provider. Only the last four digits of the Customer's payment card details will be seen by 3ti's personnel or, where applicable for Mobile App users, the App Store or Google Play.

4.30. If the Customer uses an authorised debit or credit card to pay for the Services (or add these details to its Account), such details are collected, stored and processed by 3ti's payment services provider (3ti's Payment Services Provider), who processes the Customer's purchases.

5. INTERRUPTION TO SERVICES

5.1. The Charge Point may fail or require maintenance without notice. 3ti will use reasonable endeavours to provide the Services to the Customer, however 3ti cannot guarantee access to the Charging Facility or provision of Services free from interruption and/or faults. Charging an electric vehicle is dependent on several factors, including (but not limited to) the technical specifications of the electric vehicle in question, the battery charge level and capacity and the Charging Facility itself. Such factors will have an effect on the charging of any electric vehicle. The Customer confirms that 3ti does not and cannot guarantee the amount of time required to charge an electric vehicle using the Services.

5.2. If, in the unlikely event, that there is an interruption to the Services, then please report this via the number displayed at the Charging Facility as soon as possible to enable us to make the necessary steps to repair/fix the interruption.

5.3. In the event that a Customer is unable to charge due to a fault with the Charging Facility and any other Charging Facility at the location and the Customer does not have sufficient charge left in their electric vehicle to reach another Charging Facility in the local area, 3ti or its affiliate shall at their discretion endeavour to provide a complementary charge, on the proviso that the Customer agrees to provide their name, address and phone number and are willing to receive a call back to validate that they are not making a fraudulent claim.

5.4. 3ti may have to suspend or amend the Services either altogether or in relation to specific Charge Points in order to deal with technical problems. Wherever practical, 3ti will notify the Customer of unavailability via its Mobile App.

5.5. If the Customer does not pay 3ti for the Services when the Customer is supposed to, 3ti may suspend the Services with immediate effect until the Customer has paid 3ti the outstanding amounts. 3ti will contact the Customer to advise the Customer should this situation arise.

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5.6. In certain cases 3ti will not be the owners of the Charge Points and as a result will not be directly responsible for their condition or maintenance. In the event of a defect, 3ti shall notify the Client and or relevant third party owner of any material defects that 3ti becomes aware of as soon as reasonably practicable.

5.7. As a consumer, the Customer has legal rights in relation to Services not carried out with reasonable skill and care. Advice about such legal rights is available from the local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect those legal rights.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. All Intellectual Property Rights in or arising out of in connection with the Services shall be owned by 3ti.

6.2. All Materials are exclusive property of 3ti.

6.3. The Mobile App, the Customer Portal and/or the Website, including (without limitation) any material, software, code, files, content, and images contained in or generated by the Mobile App, the Customer Portal and/or the Website, accompanying data, and other embedded software, including third-party software, the Mobile App, the Customer Portal and/or the Website updates and upgrades, whether in read-only memory, on any other media, or in any other form (collectively, the Content), is owned by 3ti and its licensors. Any third party marks displayed on the Mobile App, the Customer Portal and/or the Website are owned by their respective owners. 3ti may also use open source software code in the Mobile App, the Customer Portal and/or the Website.

6.4. The Customer must not copy, reproduce, republish, upload, broadcast, post, transmit or distribute or otherwise deal with the content (or permit others to do the same) except as expressly permitted by these Conditions. Permission in writing for all other uses of content must be obtained from us in advance.

6.5. The Customer understands that it has no rights to or in the Mobile App, the Customer Portal and/or the Website, the content, or any other 3ti. 3ti reserves all other rights with respect to our intellectual property.

7. LIMITATION OF LIABILITY

7.1. Nothing in these Conditions shall limit or exclude 3ti's liability for:

7.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;

7.1.2. fraud or fraudulent misrepresentation; or

7.1.3. any other liability which cannot be limited or excluded by applicable law.

7.2. 3ti will not be responsible to the Customer for:

7.2.1. the cost of additional or substitute Services;

7.2.2. any failure to perform or delay of its obligations under the Conditions caused by a Force Majeure Event;

7.2.3. any loss or damage that is not foreseeable;

7.2.4. any loss or damage (including indirect and consequential) caused by the inability of the Customer to use the Charging Facility and/or the Service where not directly caused by 3ti.

7.2.5. any defects in the Charge Point and/or the Customer's vehicle caused by failure to follow 3ti's instructions in relation to the use of the Services and the connecting and/or disconnecting of the Customer's vehicle to the Charge Point.

7.2.6. 3ti will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from 3ti's failure or delay to perform any of its obligations as set out in this Condition 7.

7.2.7. any fraudulent activity involving, or fraudulent use of, (not perpetrated by 3ti) the Equipment;

7.2.8. any loss or damage caused to the Customer's vehicle as a result of an electrical fault in the network serving the Charge Point;

7.2.9. any damage or alteration to the Customer's equipment, including its mobile device or its vehicle as a result of the installation or use of the Mobile App, or use of the Customer Portal;

7.2.10. suspension or loss of access to the Mobile App and/or the Customer Portal or any functionality;

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7.2.11. unauthorised use or misuse of the Mobile App and/or the Customer Portal for any reason where 3ti has not received an account suspension request from the Customer;

7.2.12. unauthorised access to the Customer's account, the Customer's mobile device and/or the Mobile App installed on the Customer's mobile device or any information provided to 3ti, including payment information;

7.2.13. checking that any instruction or confirmation made by the Customer through the Mobile App and/or the Customer Portal is from the Customer;

7.2.14. any loss or damage to the Customer's vehicle resulting the Customer parking in the Charging Space or the failure of any parking operator that runs the parking facility where the Charging Facility is situated.

7.3. Subject to the terms of Condition 7.1 and 7.2 our total aggregate liability howsoever arising under these Conditions shall not exceed £500.

7.4. The Customer will be responsible to 3ti for any loss or damage suffered by us as a result of unauthorised access to its mobile device, the Mobile App installed on its mobile device, the Customer Portal, the Customer's Account and/or Card and/or Payment Card; and/or the Customer's use of the Services in breach of these Conditions, applicable law, or any notices issued to the Customer about the proper use of the Services.

8. CANCELLATION RIGHTS

8.1. The Customer can cancel the Services provided by 3ti at any time however the Charging Fee for the Services already used is non-refundable. The Customer can delete the Mobile App on its mobile device at any time. Please note that deleting the Mobile App will not close the account or delete the account data. In order to cancel the 3ti Account and permanently delete 3ti Account data the Customer must request cancellation of 3ti Account and permanent deletion by written notice to 3ti.

8.2. 3ti may cancel the Contract for the Services at any time by providing the Customer with not less than 30 days' notice in writing.

8.3. 3ti may cancel the Contract for Services at any time with immediate effect by giving the Customer written notice if:

8.3.1. the Customer does not pay 3ti when the Customer are supposed to, or

8.3.2. the Customer breaches the terms of the Contract in any other material way, which is not capable of being corrected or fixed; or

8.3.3. the Customer is bankrupt or insolvent or if 3ti believes this is likely to happen; or

8.3.4. the Customer acted fraudulently; or

8.3.5. the Customer dies (in this case, 3ti may ask the Customer's estate to make the repayment),

8.3.6. the Customer breaches the terms of the Contract in any other material way, which is capable of being corrected or fixed and the Customer does not correct or fix the situation within 30 days of 3ti asking the Customer to do so in writing.

9. GENERAL

9.1. INSURANCE

3ti will maintain in force Public Liability Insurance with a limit of at least £5 million per claim.

9.2. CHANGES TO THESE CONDITIONS

9.2.1. 3ti reserves the right to amend these Conditions at any time including the following;

a) changes in relevant laws and regulatory requirements; or

b) to reflect changes in the way in which 3ti accepts payment for the Services; or

c) any changes in 3ti's business model; or

d) any circumstance which affects the way in which 3ti is able to provide the Services; or

e) any other circumstance which, in 3ti's reasonable opinion, necessitates a change to these Conditions.

9.2.2. Any amendments to these Conditions will be effective once posted on the Website and therefore the Customer should regularly check the Website for any updates.

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9.3. CONTACT

If the Customer wishes to contact 3ti, the Customer may do so by writing to us at our registered office or contacting us using the contact details provided at the Charging Facility or through the Website.

9.4. INFORMATION PROVIDED BY CUSTOMER

9.4.1. 3ti has certain obligations under data privacy laws to notify individuals about how 3ti will process any personal information it collects from them. 3ti takes such data privacy seriously and understands that the Customer may wish to know how 3ti will use that personal information. 3ti's Privacy Policy is available on its Website.- This privacy policy relates to personal information about the Customer collected and through the use of the Charging Facility and will inform the Customer of what personal information 3ti collects, how that information is used and why, who it is shared with and why, how long 3ti keep it for and why, and the Customer's rights pertaining to this information. The Customer is entitled to raise any questions about 3ti privacy policy in accordance with Condition 9.3.

9.4.2. Information provided by the Customer or that 3ti holds may be used by 3ti and its employees and agents to detect and prevent crime, fraud and loss.

9.4.3. The Customer's information may be shared between 3ti and 3ti's Payment Services Provider, any organization, including law enforcement agencies, involved in the prevention of crime or collection of taxes or similar governmental activities.

9.4.4. 3ti will enforce or implement any security measures 3ti considers appropriate for the Mobile App, the Customer Portal and/or the Website and may update and add security measures to the Mobile App, the Customer Portal and/or the Website at 3ti's discretion.

9.4.5. Security of the Customer's use of the Mobile App, the Customer Portal and/or the Website is important to 3ti. 3ti will use reasonable endeavours in accordance with applicable laws to prevent any bugs, viruses, trojans, or the like from affecting the Mobile App, the Customer Portal, the Website and/or the Services. However, 3ti cannot guarantee that the Mobile App, the Customer Portal and/or the Website will always be available, fault-free and secure or that it will be free from viruses or other harmful programmes.

9.4.6. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Mobile App and/or the Customer Portal may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

9.5. ASSIGNMENT

3ti may transfer its rights and obligations under the Contract to another organisation, and 3ti will always notify the Customer in writing if this happens, but this will not affect the Customer's rights or 3ti's obligations that accrued under the Contract prior to such transfer.

9.6. THIRD PARTY RIGHTS

This Contract is between 3ti and the Customer. No other person shall have any rights to enforce any of its terms.

9.7. PERFORMANCE

If 3ti fails to insist that the Customer performs any of its obligations under the Contract or if 3ti does not enforce its rights against the Customer, or if 3ti delay in doing so, that will not mean that 3ti has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If 3ti does waive a default by the Customer, 3ti will only do so in writing, and that will not mean that 3ti will automatically waive any later default by the Customer.

9.8. THIRD PARTY TERMS

9.8.1. 3ti may use third party applications, services and software in the Mobile App, the Customer Portal and/or the Website, including, but not limited to, payment services, cloud computing services, identity management services, location and map services software, market analytics software, market intelligence software, and rewards program software, all of which may gather and report information about the Customer in connection with the Customer's use of the Mobile App, the Customer Portal and/or the Website (such as location information, device information and user content). It is the Customer's responsibility to ensure that the Customer complies with any related third party terms as notified to the Customer from time to time.

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9.8.2. The Mobile App, the Customer Portal and/or the Website may contain links to third-party websites (Third-Party Sites). Third-Party Sites are not under 3ti's control, and 3ti is not responsible for and does not endorse their content or their privacy policies (if any). The Customer needs to make its own judgement about any Third-Party Sites, including the purchase and use of any products or services accessible through them.

9.9. CHANGES TO THE MOBILE APP, THE CUSTOMER PORTAL AND/OR THE WEBSITE

9.9.1. 3ti may change the format, content and/or functionality of all or any part of the Mobile App, the Customer Portal and/or the Website at any time without prior notice to the Customer. If 3ti needs to undertake any maintenance activity, the Customer may not be able to use all or part of the Mobile App, the Customer Portal and/or the Website whilst 3ti completes this activity and 3ti will seek to minimise any time the Mobile App, the Customer Portal and/or the Website is unavailable for use.

9.9.2. Updates to the Mobile App, the Customer Portal and/or the Website may be issued from time to time. Depending on the update, the Customer may not be able to use all or part of the Mobile App, the Customer Portal and/or the Website until the Customer has downloaded the latest version of the Mobile App or compatible browser software and accepted any new terms.

9.9.3. 3ti is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the Mobile App, the Customer Portal and/or the Website.

9.9.4. 3ti does not guarantee that the Customer will be able to continue using the Mobile App, the Customer Portal and/or the Website and 3ti may discontinue the Mobile App, the Customer Portal and/or the Website at any time at its sole discretion. 3ti will provide the Customer with reasonable notice of our discontinuation of the Mobile App, the Customer Portal and/or the Website.

9.10. JURISDICTION

The Contract are governed by English Law. The Parties agree to submit to the exclusive jurisdiction of the English Courts.

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