



DRIVER TERMS AND CONDITIONS

REGISTERED USERS

We are Fuuse Ltd, a company registered in England with company number 10189845 whose registered office is at White Cross Business Park, South Road, Lancaster, LA1 4XQ. Our VAT registration number is 242276713. We operate our services under the brand names Fuuse and Wattstop.

We provide electric vehicle charging services to Our customers through Our and Client Charger networks, including the Revive charging network. Further information about the services We provide is available at <https://fuuse.io>.

The provision of Our Services is made subject to the terms and conditions set out below.

By completing the registration page in Our Website or Mobile App You accept the following terms and conditions and our privacy notice, as set out in Our Privacy Policy. A contract between You and Us is created when you complete the Registration Process.

1. TERMINOLOGY EXPLAINED

We, Our or Us: Fuuse Limited.

You, Your or the Customer: the customer who has completed the Registration Process and whose name is displayed on the welcome email.

Terms: these terms and conditions (as amended from time to time) constitute the terms and conditions of the contract between You and Us and set out the basis in which We will provide Our Services and access to the Chargers for use by You.

Charger: the electrical charging equipment within the Charger Network that You may use to recharge electric vehicles with electricity. Chargers connected to the Charger Network and available for use by You under these Terms will be identifiable from our Mobile App or Website or otherwise as indicated by signage on the Charger itself.

Charger Network: the Fuuse or Wattstop Networks and any Client or third-party charger networks.

Charging Session: use of the Charger for a single charging session only.

Client: a customer of Us where we provide our Fuuse Platform to enable them to enable a Charging Session for their drivers and undertake payments through the Payment Process.



Commencement Date: the date upon which You complete the Registration Process as set out below.

Contract: collectively, Your completed Registration Form, these Terms, any user guide and/or regulations supplied to You and any other document referred to in these Terms.

Data Protection Act: the Data Protection Act 2018 (as amended) and any other relevant legislation.

Event Outside Our Control: is defined in clause 14.

Fees and/or Charges: the amounts payable by You in connection with Your use of a Charger in order to recharge Your car. The charges are based on the published tariffs as described in accordance with clause 7.

Revive Account: Your account that holds Your Payment Card details within the Revive Mobile App.

RFID card: the RFID card that You may receive from us or a Client (subject to payment of any relevant Fee by You to Us or a third-party) in accordance with the Contract. The RFID 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 Our Fuuse Platform.

Fuuse Platform: the cloud-based software platform developed and owned by Us used to manage and operate Chargers.

Revive Network: the network of Chargers operated using Our back office and associated systems under the Revive brand.

Mobile App: the Revive-branded smartphone app that enables access and other services on the Revive Network.

PAYG: Pay as You Go, the payment mechanism relating to the provision of the Services to Our Customers in relation to the use of Chargers, the electricity supplied, and any other Services provided by Us to Our Customers.

Overstay Charge: has the meaning given to it in clause 7.4.

Payment Card: Your debit or credit card which you have registered to Your Revive Account.



Payment Process: the process where you make payment or Fees and/or Charges through Our Website or Mobile App.

Personal Data: shall have the meaning set out in the Data Protection Act.

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

Registration Date: the date on which Your registration is completed as evidenced by Our acknowledgement of the completion of this Registration Process through a welcome email.

Registration Form: the registration form You complete as part of the Registration Process.

Services: the services to be provided to You by Us under these Terms, together with any other services which We provide or agree to provide to You in writing.

Website: Our website, available at <https://fuuse.io>, and any relevant Revive website pages or Customer portals used to access the Services.

VAT: Value Added Tax chargeable under English law for the time being and any similar additional tax.

2. OUR CONTRACT WITH YOU

2.1. We supply the Services to You on the basis of these Terms and the Contract.

2.2. Please ensure that You read these Terms carefully before You register with Us as a Customer.

2.3. The Contract becomes binding on You and Us when you have completed the Registration Process.

2.4. Your use of the Chargers in the Revive Network using an RFID card or via Our Website or Mobile App is conditional upon Your compliance with the Contract and these Terms.

2.5. You represent and warrant that the information that You provide to Us is true and accurate. You shall notify Us as soon as practicable if any information or details change.

3. CHANGES TO THESE TERMS

3.1. We may revise these Terms from time to time in the following circumstances:

- (a) changes in relevant laws and regulatory requirements; or
- (b) to reflect changes in the way in which We accept payment for the Services; or
- (c) any changes in Our business model; or
- (d) any circumstance which affects the way in which We are able to provide the Services; or
- (e) any other circumstance which, in Our reasonable opinion, necessitates a change to these Terms.

4. PROVIDING SERVICES

4.1. We will supply the Services to You from the Commencement Date until the Contract is cancelled in accordance with clauses 10 or 11.

4.2. We will make every effort to provide the Services to You in a timely and efficient manner. However, the provision of the Services may be delayed or suspended due to an Event Outside Our Control. Please see clause 14 for Our responsibilities should an Event Outside Our Control happen.

4.3. We may have to suspend or amend the Services either altogether or in relation to specific Chargers in order to deal with technical problems. Wherever practical, We will notify you of unavailability via Our Mobile App.

4.4. If You do not pay Us for the Services when You are supposed to, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts. We will contact You to advise You should this situation arise.

5. CUSTOMER REGISTRATION, ACCOUNTS AND PAYMENT

5.1. You may be required to complete the Registration Process and in doing so, provide certain data about Yourself. Your Personal Data will be held by Us as determined by Our Privacy Policy (please see clause 12 below and communicated via Our Privacy Policy) which complies with the requirements of the Data Protection Act.

5.2. In order to use the Chargers, You will be required to register your Payment Card details to your Mobile App. Please note the following:

- (a) We use an encrypted secure payment mechanism, to ensure Your Payment Card details are safe;



(b) We only accept payment in Pounds (£) Sterling;

(c) We only accept payment using Visa, Mastercard, Maestro, Solo and American Express;
and

(d) all Payment Card payments are subject to authorisation by Your Payment Card issuer.

(e) Before charging Your electric vehicle, a pre-authorisation reserve amount may be held by Us from Your Payment Card account as part of the Payment Process until the total Fees and/or Charges payable for the Charging Session (including any applicable Overstay Charges) is debited from Your Payment Card account following completion of the Charging Session. The current pre-authorisation reserve amount can be found on our Mobile App. If the pre-authorisation reserve amount is declined due to insufficient funds or any other reason, then You will not be able to continue the Charging Session.

(f) Upon completion of a Charging Session, We will take a payment from Your Payment Card. The amount charged to Your Payment Card will be calculated based on the tariff appropriate for the individual Charger You used during the Charging Session, as well as any applicable Overstay Charges and other additional Fees and/or Charges.

5.3. If You do not update Your Payment Card details at the point of expiry then you will be unable to undertake a Charge Session.

5.4. You are responsible for maintaining the confidentiality of Your online username and password ("Login Details") and for restricting access to Your computer, tablet, mobile phone, any other device You may use to access Your Revive Account and RFID card to prevent unauthorised access to Your Revive Account. You must keep Your Login Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them or Your RFID card. You must not disclose Your Login Details to any other person or record Your Login Details in any way that may result in them becoming known to another person. You agree to accept responsibility for and are liable for all activities that occur under Your Revive Account. You should inform Us immediately if You have any reason to believe that Your Login Details have become known to anyone else, or if Your Login Details or Your RFID card are being, or are likely to be, used in an unauthorised manner.

6. RFID cards

6.1. Where available via Us or a Client You may be able to obtain an RFID 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.

6.2. Should You decide following receipt of Your RFID card that You do not want it, You may contact Our customer care team and arrange for the return of the RFID card. If You notify Us of Your wish to return the RFID card within 14 days of purchase, We will refund You the Fee for the RFID card following receipt of the RFID card.

6.3. Each RFID card is unique and will be registered to an individual Customer, and cannot be transferred without Our agreement and remains Our property. It can only be used by You or other users that You register with Us in relation to Your Revive Account. Furthermore, the RFID card and Services can only be used in respect of any vehicles registered by You in relation to Your RFID card.

6.4. Once You have received Your RFID card, all risk of loss and/or damage to it passes to You. If Your RFID card is lost, stolen or damaged, You can purchase a replacement via Your Mobile App. On receipt of the Fee for the replacement card, We will send You a new card to Your registered address.

6.5. In the event of Your RFID card being lost or stolen, please notify Us as soon as practicable. Once notified, We can freeze Your Revive Account from that point onwards and protect Your Revive Account for Your authorised use. We shall not be liable for any loss to You up until that point.

6.6 In the event of Your RFID card being faulty, please notify Us, return the card to Our address (please see clause 9) and, subject to confirmation of the fault, We will arrange for a replacement card to be sent to Your registered address at no cost.

6.7 You agree, warrant and undertake that You (or any other individuals registered with Us in connection with Your Revive Account) shall not:

(a) allow other individual(s) to use Your Revive Account or RFID card without Our prior written consent;

(b) use the Revive Account, RFID card and/or Charger in any manner which may be harmful, cause a nuisance, disruption or disturbance, or which is in any way unlawful;

(c) tamper with or damage Your RFID card and/or any electrical equipment that connects to or forms part of the Charger;

(d) to use the Services for any re-sale purpose; or,

(e) act in any way that does or could damage or impact the operation of a Charger or another user of the Charger.

6.8. Please be aware that failure to comply with the terms of clause 6.7 shall result in a breach of the Contract, and You may be liable for any resulting costs in connection with such breach.

7. TARIFFS AND PAYMENT

7.1. The tariffs for using the Chargers are calculated based on the price of use of each Charger and may take into account the amount of electricity consumed, and or time at the Charger and or the process of connecting to the Charger and the type of Charger.

7.2. Our tariffs (including Overstay Charges) are as shown on Our Mobile App and Website, as updated from time to time. These tariffs include VAT.

7.3. On completion of a successful Charging Session, notification of the Charging Session setting out the time of the charge, electricity consumed and cost to You of the Charging Session will be set out in Your Revive Account information available on Our Mobile App.

7.4. Please note that we may levy additional Fees if Your connection exceeds a specified time limit applied to a Charge Session or a time limit after your vehicle is fully charged. These Fees are referred to as, “Overstay Charges”. The overstay period (i.e., the time after which such Charges will be levied) as well as the size of the Overstay Charge will be indicated as per clause 7.2. An Overstay Charge will be levied if the Customer remains connected to the Charger in excess of the specified overstay period and thereafter for subsequent overstay periods.

7.5. Customers are requested to be considerate to other Charger users and not block Chargers beyond their own active use of the Chargers during a Charging Session. In the event that following Your Use of a Charger, You leave Your car unconnected and/or blocking other customers from using a Charger, We shall be entitled to take action, including without prejudice to any other remedy available to us, applying Overstay Charges and terminating or suspending Your use of Your Revive Account.

7.6: We reserve the right to amend the Fees and/or Charges at any time.

8. IF THERE IS A PROBLEM WITH THE SERVICES

8.1. In the event that there is any defect with the Services or any Charger, please contact Us or our Client via the Mobile App or support line and tell Us or our Client as soon as reasonably possible (see clause 9).

8.2. We are not the owners of the Chargers and as a result will not be directly responsible for their condition, upkeep or maintenance. In the event of a defect, We shall notify the Client and or relevant Charger provider of any material defects that we become aware of as soon as reasonably practicable.

8.3. As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect those legal rights.

9. HOW TO CONTACT US

9.1. If You have any questions or if You have any complaints, please contact Us by telephoning Our Customer Success team at 0333 050 4950, or by emailing Us at support@fuuse.io.

9.2. If You wish to contact Us in writing, You can send this to Us by hand or by pre-paid post to Fuuse Ltd, White Cross Business Park, South Road, Lancaster LA1 4XQ, or by email to support@fuuse.io. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or where available by pre-paid post to the address You provide to Us when applying for registration, or such other address which You advise of in writing.

9.3. If you would like to contact us regarding any aspect of Our data security policy or practices, or any query regarding Our Privacy Policy, please email datasecurity@fuuse.io.

10. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

10.1. You may cancel the Contract for the Services at any time with immediate effect by notifying Us via email at support@fuuse.io. Your rights to cancel the Contract as set out in clauses 10.2 and 10.3 below are consistent with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

10.2. If You cancel the Contract within 14 days from the Commencement Date, We will refund the cost of the RFID card (if applicable) as outlined in clause 6.2.

11. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1. We may cancel the Contract for the Services at any time by providing You with not less than 30 days' notice in writing.



11.2. We may cancel the Contract for Services at any time with immediate effect by giving You written notice if:

- (a) You do not pay Us when You are supposed to, or
- (b) You breach the terms of the Contract in any other material way, which is not capable of being corrected or fixed; or
- (c) You breach the terms of the Contract in any other material way, which is capable of being corrected or fixed and You do not correct or fix the situation within 30 days of Us asking You to do so in writing.

12. USE OF YOUR INFORMATION

12.1. We have certain obligations under data privacy laws to notify individuals about how We will process any personal information We collect from them. We treat Your data privacy very seriously and understand that You will wish to know how We will use that personal information. Our Privacy Policy is available within your Revive Account settings on Our Mobile App, and at <https://fuuse.io/privacy-policy> - this privacy notice relates to personal information about You collected through the Registration Process and through Your use of the Revive Network and will inform You of what personal information We collect, how that information is used and why, who it is shared with and why, how long We keep it for and why, and Your rights pertaining to this information. If You have any questions about Our privacy notice, please contact Us as detailed in clause 9.3.

12.2. Information You provide or that We hold may be used by Us and /or Our employees to detect and prevent crime, fraud and loss.

12.3. Your information may be shared between Us and any organisation, including law enforcement agencies, involved in the prevention of crime or collection of taxes or similar governmental activities.

13. OUR LIABILITY TO YOU

13.1. If We fail to comply with these Terms, We are, subject to the limitations set out below, responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our gross negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this Contract. For the avoidance of doubt and subject to clause 14.1 loss or damage due to an

Event Outside Our Control does not constitute loss or damage resulting from Our breach of the Contract or Our negligence. Subject to the terms of clause 13.3, Our total aggregate liability howsoever arising under the Contract shall not exceed £1,000.

13.2. We have no liability to You for any indirect or consequential losses, loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3. Neither party will exclude or limit in any way its liability for:

- (a) death or personal injury caused by negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982; (description, satisfactory quality, fitness for purpose and samples); or
- (e) defective products under the Consumer Protection Act 1987.

14. EVENTS OUTSIDE OUR CONTROL

14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Contract that is caused by an Event Outside Our Control.

14.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, a Charger hardware failure or failure or interruption to power supply.

14.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:

- (a) we will contact You as soon as reasonably practicable to notify You; and
- (b) Our obligations under the Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where

the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably practicable after the Event Outside Our Control is over.

14.4. You may cancel the Contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under clause 10. We may only cancel the Contract in accordance with Our cancellation rights in clause 11 if the Event Outside Our Control continues for longer than 6 weeks.

15. OTHER IMPORTANT TERMS

15.1. We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations that accrued under the Contract prior to such transfer.

15.2. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

15.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

15.4. If We fail to insist that You perform any of Your obligations under the Contract or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

15.5. These Terms and the Contract are governed by English Law. You and We both agree to submit to the exclusive jurisdiction of the English Courts.

GUEST ACCESS TERMS AND CONDITIONS FOR A SINGLE CHARGING SESSION

Please note that these terms and conditions apply to You when You are using a Charger for a single charging session only.

We are Fuuse Ltd, a company registered in England with company number 10189845 whose registered office is at White Cross Business Park, South Road, Lancaster, LA1 4XQ. Our VAT registration number is 242276713. We operate our services under the brand names Fuuse and Wattstop.



We provide electric vehicle charging services to Our customers through Our and third-party Client Charger networks, including the Revive charging network. Further information about the services We provide is available at <https://fuuse.io>.

The provision of Our Services is made subject to the terms and conditions set out below.

1. TERMINOLOGY EXPLAINED

We, Our or Us: Fuuse Limited.

You, Your or the Customer: the customer who is using the Charger for a single charging session only and has completed the Guest Access Process.

Terms: these terms and conditions constitute the terms and conditions of the contract between You and Us and set out the basis in which We will provide Guest Access for You to use the Charger.

Charger: the electrical charging equipment within the Charger Network that You may use to recharge electric vehicles with electricity. Chargers connected to the Charger Network and available for use by You under these Terms will be identifiable from our Mobile App or Website or otherwise as indicated by signage on the Charger itself.

Charger Network: the Revive Network and any Client or third-party charger networks.

Charging Session: using the Charger for a single charging session only.

Charging Session Date: the date upon which You use a Charger for a single charging session.

Contactless Payment: the process of using a debit or card card or through Apple Pay or Google Pay to begin an anonymous payment session via a payment terminal.

Contract: collectively, Your completion of the Guest Access Process, these Terms, any user guides and/or regulations supplied to You and any other document referred to in these Terms.

Data Protection Act: the Data Protection Act 2018 (as amended) and any other relevant legislation.

Event Outside Our Control: is defined in clause 10.



Fees and/or Charges: the amounts payable by You in connection with Your use of a Charger and the electricity supplied by Us to You in order to recharge Your car. The charges are based on the published tariffs as described in accordance with clause 5.

Guest Access: when You use a Charger for a single Charging Session only through the Guest Access Process.

Guest Access Process: the process by which You access the Charger Network via Our Website or Contactless Payment to use Our Services. This involves providing Your payment card details to pay for the Charging Session and any other requirements as set out on Our Website.

Revive Network: the network of Chargers operated using Our back office and associated systems under the Revive brand and third-party hardware.

PAYG: Pay as You Go, the payment mechanism relating to the provision of the Services to Our Customers in relation to the use of Chargers, the electricity supplied, and any other Services provided by Us to Our Customers.

Personal Data: shall have the meaning set out in the Data Protection Act.

Services: the services to be provided to You by Us under these Terms to deliver a single charging session.

Website: Our website that enables Guest Access to the Charger Network and other services, including any relevant Revive website pages, available at <https://fuuse.io>

VAT: Value Added Tax chargeable under English law for the time being and any similar additional tax.

2. OUR CONTRACT WITH YOU

2.1. We supply the Services to You on the basis of these Terms and the Contract.

2.2. Please ensure that You read these Terms carefully before You complete the Guest Access Process.

2.3. The Contract becomes binding on You and Us when you have completed the Guest Access Process.

2.4. You represent and warrant that the information that You provide to Us during the Guest Access Process is true and accurate.

3. PROVIDING SERVICES

3.1. We will supply the Services to You for a single Charging Session only in accordance with the terms of the Contract.

3.2. We will make every effort to provide the Services to You in a timely and efficient manner. However, the provision of the Services may be delayed or suspended due to an Event Outside Our Control. Please see clause 10 for Our responsibilities should an Event Outside Our Control happen.

3.3. We may have to suspend or amend the Services either altogether or in relation to specific Chargers in order to deal with technical problems.

4. CUSTOMER ACCESS PROCESS AND PAYMENT

4.1. You will be required to complete the Guest Access Process and in doing so, provide certain data about Yourself. Your Personal Data will be held by Us as determined by Our privacy notice (please see clause 8 below, and communicated via Our Privacy Policy) which complies with the requirements of the Data Protection Act.

4.2. In order to use the Chargers, You will be required to provide Us with your debit or credit card details. Please note the following:

(a) We use an encrypted secure payment mechanism, to ensure Your debit/credit card details are safe;

(b) We only accept payment in Pounds (£) Sterling;

(c) We only accept payment using Visa, MasterCard, Maestro, Solo and American Express; and

(b) All credit/debit card payments are subject to authorisation by Your credit/debit card issuer.

4.3 You agree, warrant and undertake that You shall not:

(a) use the Charger in any manner which may be harmful, cause a nuisance, disruption or disturbance, or which is in any way unlawful;

(b) tamper with or damage any electrical equipment that connect to or forms part of or connects to the Charger;

(c) to use the Services for any re-sale purpose; or,

(e) act in any way that does or could damage or impact the operation of a Charger or another user of the Charger.

4.4. Please be aware that failure to comply with the terms of this clause 4.3 shall result in a breach of the Contract, and You may be liable for any resulting costs in connection therewith.

5. TARIFFS AND PAYMENT

5.1. The tariffs for using the Chargers are calculated based on the price of use of each Charger and may take into account the amount of electricity consumed, and or time at the Charger and or the process of connecting to the Charger and the type of Charger.

5.2. Our tariffs (including Overstay Charges) are as shown on Our Website, displayed at each Charger and/or otherwise communicated prior to the provision of the Services, as updated from time to time. These tariffs include VAT.

5.3. Please note that we may levy additional Fees if Your connection exceeds a specified period. These Fees are referred to as, "Overstay Charges". The overstay period (i.e. the time after which such Charges will be levied) as well as the size of the Overstay Charge will be indicated as per clause

5.4. An Overstay Charge will be levied if the Customer remains connected to the Charger in excess of the specified overstay period and thereafter for subsequent overstay periods.

5.5. Customers are requested to be considerate to other Charger users and not block Chargers beyond their own active use of the Chargers during a Charging Session. In the event that following Your use of a Charger, You leave Your car unconnected and/or blocking other customers from using a Charger, We shall be entitled to take action, including without prejudice to any other remedy available to us, applying Overstay Charges.

5.6 Before charging Your electric vehicle, a pre-authorisation reserve amount may be held by Us from Your payment card account submitted as part of the Guest Access Process until the total fee payable for the Charging Session (including any applicable Overstay Charges) is debited from Your payment card account following completion of the Charging Session. If the reserve amount is declined due to insufficient funds or any other reason, then You will not be able to continue the Charging Session. The amount charged to Your payment card account will be calculated based on the tariff appropriate for the individual

Charger and amount of electricity You used during the Charging Session, as well as any applicable Overstay Charges and other additional fees.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1. In the event that there is any defect with the Services or any Charger, please contact Us or our Client via the Mobile App or support line and tell Us or our Client as soon as reasonably possible (see clause 9).

6.2. We are not the owners of the Chargers and as a result will not be directly responsible for their condition, upkeep or maintenance. In the event of a defect, We shall notify the Client and or relevant Charger provider of any material defects that we become aware of as soon as reasonably practicable.

6.3. As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect those legal rights.

7. HOW TO CONTACT US

7.1. If You have any questions or if You have any complaints, please contact Us by telephoning Our Customer Success team at 0333 050 4950, or by emailing Us at support@fuuse.io.

7.2. If You wish to contact Us in writing, You can send this to Us by hand or by pre-paid post to Fuuse Ltd, White Cross Business Park, South Road, Lancaster LA1 4XQ, or by email to support@fuuse.io. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or where available by pre-paid post to the address You provide to Us when applying for registration, or such other address which You advise of in writing.

7.3. If you would like to contact us regarding any aspect of Our data security policy or practices, or any query regarding Our Privacy Policy, please email datasecurity@fuuse.io.

8. USE OF YOUR INFORMATION

8.1. We have certain obligations under data privacy laws to notify individuals about how We will process any personal information We collect from them. We treat Your data privacy very seriously and understand that You will wish to know how We will use that personal information. Our privacy notice is available within Our Website at

<https://fuuse.io/privacy-policy> - this privacy notice relates to personal information about You collected through the Guest Access Process and through Your use of the Revive Network and will inform You of what personal information We collect, how that information is used and why, who it is shared with and why, how long We keep it for and why, and Your rights pertaining to this information. If You have any questions about Our privacy notice, please contact Us as detailed in clause 7.3.

8.2. Information You provide or that We hold may be used by Us and Our employees to detect and prevent crime, fraud and loss.

8.3. Your information may be shared between Us and any organization, including law enforcement agencies, involved in the prevention of crime or collection of taxes or similar governmental activities.

9. OUR LIABILITY TO YOU

9.1. If We fail to comply with these Terms, We are, subject to the limitations set out below, responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our gross negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this Contract. For the avoidance of doubt and subject to clause 10.1 loss or damage due to an Event Outside Our Control does not constitute loss or damage resulting from Our breach of the Contract or Our negligence. Subject to the terms of clause 9.3, Our total aggregate liability howsoever arising under the Contract shall not exceed £1,000.

9.2. We have no liability to You for any indirect or consequential losses, loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3. Neither party will exclude or limit in any way its liability for:

- (a) death or personal injury caused by negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); or,

(e) defective products under the Consumer Protection Act 1987.

10. EVENTS OUTSIDE OUR CONTROL

10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Contract that is caused by an Event Outside Our Control.

10.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, a Charger hardware failure or failure or interruption to power supply.

10.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:

(a) We will update mobile app and location services with the details of the applicable Event Outside Our Control or unavailability as soon as reasonably practical; and,

(b) Our obligations under the Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably practicable after the Event Outside Our Control is over.

11. OTHER IMPORTANT TERMS

11.1 This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

11.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

11.3. If We fail to insist that You perform any of Your obligations under the Contract or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.



11.4 These Terms and the Contract are governed by English Law. You and We both agree to submit to the exclusive jurisdiction of the English courts.