

## INSTAVOLT APP AND DRIVER PORTAL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY REGISTERING FOR AN ACCOUNT, AND USING THE INSTAVOLT PLATFORM EITHER FROM A MOBILE DEVICE OR OUR WEBSITE DRIVER PORTAL, YOU AGREE TO COMPLY WITH AND BE BOUND BY THESE TERMS.

These terms and conditions were last updated on and effective from 28<sup>th</sup> April 2025.

### **WHO WE ARE**

We are InstaVolt Limited, a company incorporated and registered in England and Wales with company number 10484882 whose registered office is at 6 Cedarwood, Crockford Lane, Chineham Park, Hampshire, RG24 8WD (“Instavolt”).

Instavolt is the owner and operator of the Instavolt website, the Instavolt mobile application and the electric vehicle (“EV”) charging services as described below.

### **DEFINITIONS USED IN THESE TERMS AND CONDITIONS**

“Account” means your Instavolt Platform user account associated with a specific InstaVolt Company.

“App” is our mobile application, which you may download from the Apple App Store and Google Play Store.

“Applicable Rate” is the cost per kilowatt-hour (“kWh”) of electricity as published on the Platform from time to time subject to any promotion that applies to your Account.

“Charging Facility” is the EV charging unit at a Charging Station owned by Instavolt.

“Charging Station” is the physical location where Charging Facilities are installed, owned and operated by Instavolt.

“Demand Pricing” is where the Recharge Fee increases or reduces depending on the demand for Recharge as determined by us from time to time.

“Driver Portal” is the section of the Platform that is only available to Registered Users,

“EV” is an electric vehicle.

“Platform” is the collective term for our driver portal on the Site and the App.

“Services” is the collective term for all the services provided to you in addition to the Platform, including the Charging Facilities as more fully described in the Account Services section.

“Recharge” is a charge of electricity to your EV purchased by you using the Services.

“Recharge Fee” is the cost in GB pounds (£) of the Recharge payable through your Account, rounded up to two decimal places, charged at the rate applicable at the start time and date of the Recharge. Rates may vary by time of date, location, promotion, or Demand Pricing.

“Referral Bonus Account” is your account that maintains the monetary value that you have earned for referring other users and your initial referee bonus as described in the Invite and Earn section.

“Registered Users” are users who have an Instavolt user Account.

“InstaVolt Company” is one of the companies: InstaVolt Limited (UK), Instavolt Iceland ehf (Iceland), Instavolt Europe Ltd (Ireland), Instavolt Portugal Lda (Portugal), Instavolt SL (Spain)

“InstaVolt Roaming” is the act of charging with an InstaVolt Company which is not the InstaVolt Company of Home Company.

“Home Company” the InstaVolt Company that you create your Account with through the App

“Rewards Account” is your account for credit in the form of Volts as described in the Promotions section.

“Site” is InstaVolt UK website at <https://www.instavolt.co.uk>

“Third Party Services” are services provided to you via one of our suppliers or subcontractors.

“Volts” the name for reward credits earned by a Registered User for each kWh of energy purchased.

## **YOUR PRIVACY**

Our collection and use of personal information in connection with your access and use of the Instavolt Platform is described in our Privacy Policy.

Also detailed in our Privacy Policy are your rights in respect of deletion and removal of personal data and how you may make an erasure request to us.

Our current Privacy Policy can be found here: <https://instavolt.co.uk/privacy>.

Other policies may apply to your use of this Platform, please see Third Party Services.

## **SUPPORT**

You can contact our support centre for any problems with your Account, the Platform or the Services by clicking the support link on the App or Site or

By telephone on 0808 281 4444

By Email to [app.support@instavolt.co.uk](mailto:app.support@instavolt.co.uk)

## **ENQUIRIES AND COMPLAINTS**

If you have an enquiry or complaint, or experience a problem with the Instavolt Platform or Services you can contact our Support Centre by telephone or email on:

Tel: 0808 281 4444

Email: [app.support@instavolt.co.uk](mailto:app.support@instavolt.co.uk)

## **HOW WE WILL COMMUNICATE WITH YOU.**

If we have to contact you we will do so through the Platform, or by email using the contact details you have provided to us.

## **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will notify you of any material change to the Platform and Services either by sending you an email with details of the change or notifying you of a change when you next access the Platform.

If you do not accept the notified changes you may not be permitted to continue to use the Platform and Services if the change relates to functionality or a change of law.

### **WE MAY END YOUR RIGHT TO USE THE PLATFORM AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your right to use the Platform and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the Platform and Services:

- You must stop all activities authorised by these terms, including your use of the Platform and Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

Please see the section Term and Termination for how you can terminate your Account and this contract.

### **YOUR INSTAVOLT ACCOUNT**

#### **REGISTERING FOR AN ACCOUNT**

You may register for an Account via the Platform by providing us with certain identifying information, either directly or via a social media platform or other account service. We accept your application by creating your Instavolt Account and giving you access to it and the Platform. We reserve the right to reject any user's application at our sole discretion. The contract between you and Instavolt is concluded upon our acceptance of your application.

You must have a valid driving license to register for an Account.

#### **LICENSED USE**

On acceptance of your Account application Instavolt grants to you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Platform and Services strictly in accordance with these terms and conditions and subject always to the Licence Restrictions.

## **ACCOUNT SERVICES**

Your Instavolt Account is personal to you and gives you the right to use the Platform and Services provided by Instavolt including:

- full access to and use of the Platform,
- access to Charging Facilities on the Instavolt network.
- use of the Payment Services
- use of InstaVolt Roaming
- access to Instavolt Rewards
- access to Partner Promotions,
- access to our Invite and Earn Scheme
- use of the Support Services

subject always to the restrictions and other terms of use set out in these terms and conditions.

## **RIGHT TO CHANGE YOUR MIND**

If you are a consumer you have the right to withdraw from the contract you form with us when we accept your application for a user Account at any time within 14 days of our acceptance, for any reason, provided you have not used the App to pay for a EV Recharge during that 14 day period.

If you wish to withdraw from the contract you may delete your account from the Platform during the 14 day period.

## **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE AND UP TO DATE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must change your password immediately and promptly notify us of any transactions that you believe are fraudulent at [app.support@instavolt.co.uk](mailto:app.support@instavolt.co.uk)

If any of the Account information you have provided to us is incorrect, or changes, such as a change of name, you must update your Account information on the Platform as soon as reasonably possible.

## **PAYMENT SERVICES**

You agree to pay the Recharge Fee when you recharge your EV at a Charging Facility. The terms of the card payment service shall apply to payments converted from another currency as determined by the payment card provider.

If you stay connected to a Charging Facility after your EV has been recharged to 100% capacity (as indicated on the Charging Facility) a fee (as published on the Platform) may be charged to your account for every minute of time after the 100% capacity is reached, rounded up to the nearest minute (“Overstay Fee”). Any such Overstay Fee will be made clear to users of that Charging Facility.

All fees are inclusive of VAT charged at the rate applicable at the start time and date of the Recharge. Rates may vary by time of date, location, promotion, or Demand Pricing.

Instavolt reserves the right to report any potentially fraudulent payment activity to the police, Action for Fraud or other law enforcement organisation as appropriate.

By providing payment card details you undertake that the card is yours or you have the owner’s consent to use it.

We use payment services provided by Optomany Limited, to ensure the cyber security applied to your payment information complies with best practices. Please see the section on Third Party Services to see how their legal terms apply to you.

Your Account allows you to pay the Recharge Fee and Overstay Fee in two ways, either through a Pre-Payment Account or a Credit Account. InstaVolt reserves the right to withdraw at any time or at Account signup the Pre-Payment Account or Credit Account. Where the Credit Account is withdrawn the Account will be transferred to a Prepayment Account.

No refund will be given in relation to the Recharge Fee except where a malfunction or other error results in you being charged incorrectly and such error is validated by InstaVolt.

The publicly advertised Charging Station power rating in kilowatt is an indication of the maximum power that the Charging Station can deliver to the customer’s vehicle. InstaVolt does not guarantee the level of power delivered at a Charging Station as this is influenced by external factors and therefore has no bearing on the Charging Fee cost of the charging transaction delivered to the Customer.

## **PRE-PAYMENT ACCOUNT**

You may use the Platform to add funds to your Pre-Payment Account from a payment card. Provided your Pre-Payment Account has sufficient balance to cover the cost of the Recharge Fee, your Pre-Payment Account will be debited when you have charged your EV by an amount equivalent to the amount of electricity (measured in kWh) used

to recharge your EV, multiplied by the Applicable Rate.

You need a minimum of £5.00 in your Pre-Payment Account to commence a Recharge.

The Charging Facility will automatically cease the Recharge when your Pre-Payment Account credit reaches zero.

You can withdraw funds from your Pre-Payment Account at any time from the Platform.

### **CREDIT ACCOUNT**

You must register a payment card to use a Credit Account. We will deduct the sum of £20 to authorise your Credit Account and the £20 will be credited to your Credit Account when you first use the Credit Account. When you make a payment your registered payment card will be charged with an amount equivalent to the amount of electricity (measured in kWh) used to recharge your EV, multiplied by the Applicable Rate. Where an Account has seen no payment activity for more than 30 days, We will deduct the sum of £1 to ensure that the payment card is still valid and the £1 will be credited to your Account.

If Optomany Limited is unable to process a payment your Credit Account may be disabled until the payment is successfully processed.

If we are unable to process payment for more than 30 days then we will send a letter to the address you have provided informing you of the non-payment. Furthermore if after 90 days we have failed to take payment, we will mark your Account as bad debtor and terminate your account. We may pass the details provided by you to 3<sup>rd</sup> parties to allow the recovery of the outstanding debt.

You must keep your registered payment card details up to date and make any changes to those details on the Platform as soon as reasonably practical after the details are changed by you or the card provider. You will remain liable for any Recharge Fees notwithstanding any changes you make to your payment cards or payment information.

### **HOW YOU MAY USE MATERIAL ON OUR PLATFORM**

All intellectual property rights in the Platform and Services throughout the world belong to us (or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform or the Services other than the right to use them in accordance with these terms. Your licensed use of the Platform and the Services is subject to the Licence Restrictions.

You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal use and you may draw the attention of others within your organisation to content posted on our Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.

You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Platform other than the App via Apple App Store or Google Play, in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **DO NOT RELY ON INFORMATION ON OUR PLATFORM**

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

### **NO WARRANTIES**

The Platform is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Instavolt, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Instavolt provides no warranty or undertaking, and makes no representation of any kind that the Platform will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, Instavolt makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Platform, or the information, content, and materials or products included thereon; (ii) that the Platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Platform; or (iv) that the Platform, its servers, the content, or e-mails sent from or on behalf of Instavolt are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

### **UPDATES TO THE PLATFORM AND CHANGES TO THE SERVICES**

From time to time we may provide enhancements or improvements to the features/functionality of the Platform and Services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Platform and Services. You agree that Instavolt has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Platform, and (ii) subject to these terms and conditions.

You agree to apply App Updates as soon as practical after being released on the Apple App Store or Google Play.

From time to time we may discontinue App support for version(s) of a mobile operating system (iOS/Android). This will generally occur when the owner (Apple/Google) of the mobile operating system is no longer providing security updates for that operating system version.

### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The Platform may contain links to other independent websites that are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **APP TERMS OF USE**

#### **HOW YOU MAY USE THE APP**

In return for your agreeing to comply with these terms and conditions you may:

- download a copy of the App onto your smart phone or tablet and view, use and display the App on such devices for your personal purposes only.
- provided you comply with the Licence Restrictions make one copy of the App for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you
- receive and use any Partner Promotions or our Invite and Earn Scheme
- leave a review on Google My Business.

#### **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.



### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App, you agree to us collecting and using technical information about the devices you use for the App and related software, hardware and peripherals to improve our products and to provide any Services to you.

### **WE COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

We make use of location data sent from your devices to enable you to locate the nearest Charging Facility and to enable us to identify you when you use a Charging Facility. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. We do not retain location data for longer than is necessary to perform these Services and regulate the Recharge.

You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you do, the functionality of the App will be restricted and you will not be able to Recharge your EV.

### **LICENCE RESTRICTIONS**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform in any form, in whole or in part to any person without prior written consent from us;
- not copy the Platform except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices mobile devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform 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 Platform to obtain the information necessary to create an independent program that can be operated with the Platform or with another

program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without our 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; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or Services.

### **ACCEPTABLE USE RESTRICTIONS**

In relation to your use of the Platform and Services, you must not:

- use them in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the Platform or the Services (to the extent that such use is not licensed by these terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or Services;
- use the Platform or Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- collect or harvest any information or data from the Platform or our systems or attempt to decipher any transmissions to or from the servers running the Platform or any Services.

### **ROAMING**

The Account allows you to Recharge on Charging Facility operated by InstaVolt Company which is not your Home Company. Recharge will be charged in the Regional currency at the Charging Facility. Your Account will be debited in the currency of Home Company. We will use a currency conversion rate plus X% to convert that value of the Recharge from the Regional Currency to the currency of Home Company.

When InstaVolt Roaming no Volts will be credited to your Account. When InstaVolt Roaming you will not be eligible for entry into any Promotions offered via the App.

## **PROMOTIONS**

### **PARTNER PROMOTIONS**

From time to time you may be notified through the Platform, or by email or Push Notification if you have elected for us to contact you by those means, or by means of the display of an image link, of offers through the Platform from other organisations. Acceptance and performance under such offers is strictly between you and relevant organisations. Instavolt is not liable for or as a result of any such offers you receive from such organisations, and you agree to look solely to those organisation for the performance of the offers. These organisations conduct business for themselves and are not part of the Instavolt business. As such, you should always review the terms of service and privacy policies so that you may better understand what is being offered, what is expected of you and what may be done with any personally identifiable information you may provide to them.

No personal data will be transferred to any third party organisation without your consent but anonymised data in the form of a QR code may be shared.

### **INSTAVOLT REWARDS**

For each kWh of energy purchased when using the Instavolt Network in your Rewards Accounts will be credited with a defined number (as published on the Platform) of Volts. After collecting a defined number (as published on the Platform) of Volts they may be transferred into a non-redeemable Account Credit (£) where each Volt is redeemed for a defined monetary value (as published on the Platform).

We reserve the right to remove the Instavolt Rewards scheme at any time or to disable the Instavolt Rewards on certain promotions, alter the amount of Volts required to be collected before transfer into a non-redeemable account credit, alter the amounts of Volts credited for each kWh of energy purchased. If we remove the scheme your Volts that are eligible for transfer will remain on your Rewards Account until used by you.

### **INVITE AND EARN**

When you register for an Account you will be given a unique code which you may pass on to anyone that may be interested in signing up for a mobile application account with Instavolt, known as the referee. When the referee registers for an account with Instavolt they will receive an introductory credit in the form of a credit to their Referral Bonus Account and you as the referrer will also earn a credit to your Referral Bonus Account.

Referral bonuses will be in the form of a monetary credit which can only be redeemed by purchasing EV charging services through the Platform.

The rate of such credit in relation to the Invite and Earn scheme will be published on the Platform and may be amended at any time at our sole discretion.

You will receive the credit for up to 10 referrals. If you refer more than 10 the additional

referees will receive the introductory credit, but you will not receive a referrer credit above the 10-referee threshold.

The referrer and referee credits will be applied when the referee has made a Recharge of at least 10 kWh.

Advertising your referral code on any Instavolt equipment or Instavolt's Social Media feeds is strictly prohibited. Any prohibited advertising activities will result in the Account being removed from the referral promotion scheme with immediate effect and no further referral bonuses will be issued.

We reserve the right to remove the Invite and Earn Scheme at any time. If we remove the scheme the credit you have earned will remain on your Referral Bonus until used by you.

We also reserve the right to suspend your Referral Bonus Account if we suspect abuse of the Services or any fraudulent activity and we will report such activity to the relevant law enforcement agencies.

Referrals code and Referrals bonuses are only applicable to Referee and Referrers that have Accounts within the Home Company.

## **THIRD PARTY SERVICES**

### **OPTOMANY**

Instavolt use the payment services of Optomany Limited ("Optomany") to process payments where you use your Credit Account. Your payments via your Credit Account are subject to the terms and conditions of Optomany, where applicable. Any personal information provided to Optomany, for example your name and your payment card details will be subject to Optomany's privacy policy.

### **GOOGLE BUSINESS MAPS**

If you have a Google account you may add a review of the Instavolt Platform and Services via a link to the Google review page for the associated Google Business Map location.

Content that you submit for publication to Google Maps must satisfy Google's [Maps User Contributed Content Policy](#), [Prohibited and Restricted Content Policy](#) and [Format Specific Criteria Policy](#).

Furthermore, you warrant that any content you submit will comply with our Acceptable Use Restrictions and you indemnify us for any loss or damage we suffer as a result of breach of the Google policies cited above and our Acceptable Use Restrictions. Any content you upload to the Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required

to grant us and other users of our Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

## **GOOGLE FIREBASE**

We use Firebase to monitor the Services and to help us understand how our customers use the App. Our current use of Firebase does not involve processing of personally identifiable information. You can review Firebase's privacy policy here

<https://firebase.google.com/support/privacy>.

## **CARBON ABATEMENT**

InstaVolt reserves the right, where eligible, to participate in carbon abatement projects, enabling certification of the positive contributions that our Charging Stations and associated Services are making for the local community and environment. This clause will apply in all circumstances unless agreed otherwise in writing by InstaVolt.

Any emissions reductions, environmental attributes, carbon abatement or offset rights or activities whatsoever which are associated with, are potentially available from, or arise from or in connection with the use of an InstaVolt Charging Facility and / or any electric vehicle charger that utilises our Products which could potentially give rise to the creation of Carbon Credits are hereby retained by and vested in us (or persons nominated by us).

You agree that we (or persons nominated by us), will be the sole owner of such emissions reductions, environmental attributes and related rights, will have authority as the project proponent to create related Carbon Credits under any relevant Carbon Credit Scheme, and that we may deal with any Carbon Credits as we see fit, including by assignment or sale to any third party. You agree not to take any action that would create a third party interest, ownership, encumbrance or other restriction in respect of such Carbon Credits, emission reductions, environmental attributes or related rights.

For the purposes of this clause:

- **Carbon Credit** means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme;
- **Carbon Credit Scheme** means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or greenhouse gas emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits; and

- **Product or Products** means any product or service provided by us.

## **TERM AND TERMINATION**

Our contract with you shall remain in effect until terminated by you or by Instavolt.

In addition to our right to terminate your Account if you are in breach of these terms and conditions, we may, in our sole discretion, at any time and for any or no reason, suspend or terminate this contract with or without prior notice.

You may also terminate this contract by closing your Account from the settings page of the Platform.

Instavolt may terminate your Account if there has been no Platform login or Recharge on your account for 3 years or more. Instavolt will send email notification to the email address provided on your Account 30 days prior to termination. Any funds on your Account will be lost if termination occurs.

Termination of this contract will not limit any of Instavolt's rights or remedies at law or in equity in case of breach by you during the term of this contract of any of your obligations under the present contract.

## **INDEMNIFICATION**

You agree to indemnify and hold Instavolt and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Platform; (b) violation of these terms and conditions or any law or regulation; or (c) violation of any right of a third party.

## **LIMITATION OF LIABILITY**

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**We are not liable for business losses.** The Platform is for domestic and private use. If you use the Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**We are not liable for any indirect loss.** In no event shall Instavolt or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of data or other information, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Platform or Services, third-party software and/or third-party hardware used with the Platform, or otherwise in connection with any provision of this contract), even if Instavolt or any supplier has been advised of the possibility of such damages and even

if the remedy fails of its essential purpose.

**We are not responsible for events outside our control.** If our provision of the Services or support for the Platform or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

**We are not responsible for loss of data.** It is your responsibility to back up your data on a regular basis.

Notwithstanding any damages that you might incur, the entire liability of Instavolt and any of its suppliers under any provision of this contract and your exclusive remedy for all of the foregoing shall be limited to the total Recharge Fees over the 12 months preceding the event that gave rise to the liability.

## **GENERAL**

### **WE MAY TRANSFER THIS CONTRACT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **NO RIGHTS FOR THIRD PARTIES**

This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

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

### **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps

against you at a later date.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.