

KIGO TERMS OF USE

Last Updated: January 2022

Kigo aims to advance the digitalisation of the electric vehicle ("**EV**") infrastructure and facilitate the ease of EV adoption and use within and across borders. Please read these terms and conditions carefully before accessing our Platforms and Services.

1. INTRODUCTION

- 1.1 **Our Terms of Use.** The following Terms of Use (the "**Terms**") govern your access to and use of the platforms and services provided by Kigo (SG) Pte. Ltd., including, where applicable, its holding company(ies), subsidiaries, affiliates, brands, related or associated companies or brands (collectively, "**Kigo**", "**we**", "**us**" or "**our**").
- 1.2 **Our Platforms and Services.** Kigo provides our services through certain platforms including but not limited to mobile applications, products, features, applications, technologies and software made available by Kigo from time to time (the "**Platforms**", and the services provided through the Platforms, the "**Services**").
- 1.3 **Acknowledgement and Consent.** By interacting with us, visiting our Platforms or accessing our Services, you acknowledge and agree that:
- (a) you have read and understood the terms and conditions set out in these Terms, including the privacy policy and such other applicable terms and policies made available on our Platforms from time to time;
 - (b) you agree, unconditionally, to comply with and be legally bound by these Terms, whether or not you become a registered user; and
 - (c) we reserve the right, in our sole discretion, to update or revise these Terms and the continued use of our Platforms following the posting of any changes to the Terms constitutes acceptance of those changes. It is your responsibility to review the Terms regularly.

These Terms, as revised and/or updated from time to time, govern your access, interaction and use of our Platforms and Services, and constitutes a legally binding agreement between you and Kigo. **If you do not agree to these Terms, you must not access or use the Platforms and/or Services.**

2. AUTHORITY

- 2.1 **Authority.** For the purposes of these Terms, "**you**" and "**your**" mean you as the user of our Services and/or Platforms. If you use our Services and/or access our Platforms on behalf of a company, organisation or other person, then:
- (a) "**you**" includes you and that entity;
 - (b) you represent and warrant that you are an authorised representative of that person with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf; and

- (c) such person shall be legally and financially responsible for your use of our Services as well as for the use of the account by others affiliated with your entity, including any employees, agents or contractors.
- 2.2 **Age and Others.** You represent and warrant that you have attained eighteen (18) years of age, or, if you are younger than eighteen (18) years of age, that you possess legal, parental or guardian consent, and are fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.
- 2.3 **Personal Use.** Unless otherwise agreed by us, the Services and Platforms are provided for personal use only and shall not be used in connection with the conduct of any commercial enterprise or for financial gain.

3. **KIGO ACCOUNT**

- 3.1 **Registration.** In signing up and registering with us, you represent and warrant that:
 - (a) all information that you submit is true, current and complete. You agree to maintain accurate, complete and up-to-date information in your account; and
 - (b) you will maintain the accuracy of such information and that you will not create an account for fraudulent or misleading purposes.

In order to register for an account, you may need to provide us with certain personal data through the Platforms or such other means as we may permit from time to time.

- 3.2 **Access to Your Account.** You are solely responsible for:
 - (a) maintaining the confidentiality and security of your password (where a password is applicable). To protect your account, keep your account details confidential and the devices that allow you to access the account secure; and
 - (b) all activity that occurs on your account, for all use of the Platforms by you or anyone else using your account, including any charges or fees incurred for the use of the Services and we shall be entitled to consider any person who gains access to the Platforms using your account as an individual acting upon your authorisation, without any further inquiry or investigation. Notwithstanding the foregoing, we shall be entitled at our discretion to decline to act and investigate the authenticity, authority or identity of the persons effecting the instructions from time to time.
- 3.3 **Discretion.** Kigo reserves the right to refuse any request for registration of an account, and/or at any time suspend, deactivate, cancel or terminate any account and/or delete all related information and files related to your account without notice, at our sole discretion, including but not limited to when you violate these Terms. Where duplicate accounts are detected in relation to one user, we may close these accounts without prior notification to you. Kigo shall not be liable for any liability arising from or in relation to any action taken by us to suspend, deactivate, cancel or terminate any account.
- 3.4 **Deleting your Account.** You may delete your account on our Platforms at any time provided that you have fulfilled all your payment and contractual obligations, where applicable. You acknowledge that the deletion of your account may result in the permanent deletion of any data that is stored on the Platforms relating to your account.

- 3.5 **Disclaimer.** Kigo shall not be responsible or liable to you or any third party for any claim, demand, action, proceeding, loss, damage, liability, cost and/or expenses arising in connection with the use of your account, including any unauthorised or fraudulent use of your account.

4. **OUR SERVICES**

- 4.1 **User Conduct.** You agree not to use the Services in any manner that violates these Terms as implemented or amended from time to time, which includes the following:

- (a) Your profile should be true, complete and accurate.
- (b) You must follow any guidelines or policies associated with the Services, as may be issued by Kigo from time to time; and you may use the Services and/or the Platforms only as permitted by the applicable laws.
- (c) You must not misuse or interfere with the Services or try to access them using a method other than the interface and the instructions that we provide.
- (d) You have a duty to examine and verify the correctness of all confirmations, statements and records filed with us in relation to the use of our Services and/or Platform, and we shall not be responsible for any alleged error, irregularity, discrepancy or omission.
- (e) You acknowledge and agree that we have absolute management and control over all matters relating to the Services which are provided through the Platforms at our sole discretion. We have the sole discretion to determine the manner in which the Services are provided to you, including but not limited to the means, methods and procedures with respect to the operation, use and availability of the brands, activities and operations made available on the Platforms.

- 4.2 **User Charges and Pricing.** You understand that the use of Services may result in charges to you for the services that you receive.

- (a) You shall make full payment of all user charges for the Services received by you through such payment methods accepted by us and made available on our Platforms from time to time, at our sole discretion. We may, in our discretion, charge a holding amount on certain credit card(s) and/or other types of payment transactions in order to ensure that the user has sufficient funds.
- (b) We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the user or giving any reason. Any payment made through the accepted payment method is non-refundable and irrevocable.
- (c) The user charges may be subject to taxes, duties, levies, premiums, fees, additional charges and other assessments of any kind which are payable by you in addition to the user charges. Where any such taxes apply, we will display such amounts together with the user charges on the Platforms as required by applicable law.
- (d) We reserve the right to establish and revise payment plans and to revise pricing at any time, at our sole discretion without notice to you or giving any reason.
- (e) You acknowledge and agree that the pricing and payment plan can vary from time to time based on the circumstances. In the event that we offer promotional offers and discounts to you, you agree that such promotional offers and discounts shall be subject to the conditions set out therein, as determined by us from time to time.

- (f) We shall be entitled to suspend or terminate the provision of the Services and/or access to the Platforms without prior notice and without liability to you if you fail to make payment for any fees or other sums due and owing to us or a third-party service provider whether in connection with the services or any other services that we may provide from time to time.
- (g) You shall be responsible for resolving any dispute with the payment service provider, or your bank and Kigo shall not be responsible for any lost or misdirected payments.
- (h) Where you make payment through the Platform, you acknowledge, agree and consent that your personal data may be disclosed to third parties (located within and outside of Singapore) processing such payment transactions and may be used, processed and stored by such third parties to facilitate payments that you make or subsequently make.

4.3 **No Guarantee on behalf of Charging Station Operators.**

- (a) Due to the nature of the Services, we do not guarantee that the EV charging stations provided by our third-party service providers are free from any faults, errors or defects and we do not guarantee, and are under no obligation to ensure the availability, compatibility with your EV, or performance of any of the charging stations, nor do we guarantee an uninterrupted supply of electricity to the charging stations provided by the third-party service providers. For example, the charging stations may be impaired by too many users trying to use a particular charging point within any time period or electrical faults.
- (b) We shall not be responsible for the non-compliance by third-party service providers, such as owners, operators or managers of EV charging stations, with the relevant statutory requirements and/or appropriate industry safety standards.
- (c) We shall not under any circumstance incur any duty or liability, or be deemed to make any representation or warranty, in relation to or in connection with the charging stations, the Platforms and/or the Services.

4.4 **Liability.** You shall be liable to us, and shall be required to indemnify us, as a result of any direct or indirect loss or damage that we or our third-party service providers may suffer as a result of your use of the Platforms and/or charging station, including but not limited to any loss and/or damage incurred by us or our third-party service providers as a result of the breach of any Terms set out herein.

4.5 **Suspension of Services.** You acknowledge and agree that we have the right to amend, withdraw or suspend the Services at any time with or without notice to you.

5. **OUR PLATFORMS**

5.1 **Access to our Platforms.** You agree that you shall interact, access and use our Platforms at your sole risk and subject to the Terms set out herein.

- (a) You acknowledge that Kigo owns the rights to the Kigo Platforms. You shall not modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platforms, or assist any other person or entity in doing so.
- (b) Subject to the compliance of the Terms set out herein, we hereby grant you a personal, limited, non-exclusive, non-transferable, non-sublicensable right to access the Platforms and use the Services in accordance with these Terms. Any rights not expressly granted in these Terms are reserved by us.

- (c) We may modify and/or update our Platforms from time to time, with or without notice. You agree that it shall be your responsibility to update the Platforms to the latest version as and when such updates become available. This includes upgrades, modifications, alterations, suspensions, discontinuations of the provision of, or removals, whether in whole or in part, any features and/or any information, materials, products, and/or functionalities provided.

5.2 **Availability of Platforms.**

- (a) We do not guarantee that our Platforms are free from errors or omissions. We are entitled to suspend the Services and/or access to the Platforms for any reason whatsoever, including where there is an emergency, for your health and safety or for the health and safety of the members of the public.
- (b) We do not guarantee that our Platforms, will always be available or be uninterrupted. Access to our Platforms is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Platforms without notice. We will not be liable to you if, for any reason, our Platforms is unavailable at any time or for any period.

5.3 **User Responsibility for Self-Protection.**

- (a) You are responsible for configuring your devices and software in order to access our Platforms. Kigo does not represent or warrant that the Platforms shall be error-free, free of viruses or other harmful components.
- (b) The content, information and related materials that may be made available through the Platforms are only for general information or use only and do not constitute advice. No oral advice or written information given through the Platforms by Kigo, its subsidiaries, its affiliates or their officers, directors, employees, agents, third party service providers or third party content providers shall in any way create any warranty nor shall you rely on such information or advice.
- (c) You acknowledge and agree that while Kigo has attempted to provide accurate information on our Platforms, such information may change frequently and in no event shall Kigo be responsible for the accuracy, timeliness, reliability, usefulness or completeness of any content, or that any such content is the most up-to-date.

5.4 **Prohibitions.** You shall not, directly or indirectly, engage in any of the following activities:

- (a) impersonate another person, act as another entity without authorisation, or create multiple accounts in violation of the policies;
- (b) infringe any applicable law or regulation or any third party's rights, including intellectual property rights or proprietary rights;
- (c) use the Platforms for any purpose that may be unlawful or prohibited by these Terms, or solicit the performance of any illegal activity or other activity which infringes the rights or lowers the reputation of Kigo or others;
- (d) misuse our Platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious and/or technologically harmful. You must not attempt to gain unauthorised access to our Platforms, the server on which our Platforms is stored or any server, computer or database connected to our Platforms. You must not

attack our Platforms via a denial-of-service attack or a distributed denial-of-service attack;

- (e) alter or tamper any metering equipment or other device in connection with the Services;
- (f) use the Platforms and/or the Services in any manner which is (or which would have a purpose or effect which is) harmful, a nuisance, annoying, disruptive, inconvenient, unlawful, fraudulent or which may lower the reputation of Kigo, as determined by us;
- (g) create false, fraudulent or speculative charging sessions through the Platforms;
- (h) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying or otherwise data mining any portion of the Platforms or unduly burdening or hindering the operation and/or functionality of any aspect of the Platforms;
- (i) obtain or attempt to obtain unauthorised access, through whatever means, to any of the charging stations, through the Platforms; and/or
- (j) act in any way such that the operation of the Platforms or the charging stations may or would reasonably be either jeopardised or impaired.

5.5 **Third-Party Links.**

- (a) Certain links on the Platforms may lead to websites, services, social media channels or applications not operated by or under the control of Kigo. These third party links are provided as a convenience to you as a user of our Platforms, and do not imply the endorsement by us of any information, products, advertising or other materials that can be found on those third party links. You access such third party links at your own risk and Kigo accepts no responsibility or liability for any damage caused or alleged to be caused by or in connection with the use of the material or functions contained on those third party links.
- (b) You represent and warrant that you have read and agree to be bound by all applicable policies of these third-party links, whether relating to your use of the Services or otherwise, and that you will act in accordance with those policies, in addition to your obligations under these Terms.
- (c) Your interaction with these third parties, including but not limited to the purchasing of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third parties. You should conduct whatever investigation and diligence you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

5.6 **Compatible Devices.** Kigo shall in no event be liable to you if you do not have a device that is compatible with the software of the Platforms or if you have downloaded the wrong version of the Platforms. Kigo reserves the right not to permit you to access and/or use the Platforms if the Platforms are incompatible with your device.

6. **USE OF CHARGING STATIONS**

6.1 **EV Charging Stations.**

- (a) We may from time to time partner with third-party service providers on our Platforms, such as owners, operators or managers of EV charging stations which may be located and hosted on third party property.

- (b) You agree to observe and obey any and all rules set by the hosts of EV charging stations relating to their property and the use of the charging stations, including but not limited to the general customer or visitor conduct, parking restrictions and charges, parking time limitations, hours of operation, parking within designated lots only in order to make use of the charging stations.
- (c) You are solely responsible for any damage, fees, penalties or loss, including any fines or penalties imposed by the relevant enforcement authority and any immobilisation, clamping or removal of the EV caused by your non-compliance with any host rules.

6.2 Use of EV Charging Stations.

- (a) You shall ensure that you follow the instructions that are displayed on or made available at the EV charging stations, and comply with any guidelines, user guide or other instructions issued by our third-party services providers from time to time. These instructions may change at any time and it is your responsibility to make sure that you follow the instructions that are displayed at the time you use the EV charging station.
- (b) You shall only attempt to use the charging stations that are compatible with our Platforms for recharging an EV if your EV is compatible with that charging station.
- (c) You acknowledge that you shall use the charging stations made available through our Platforms at your own risk and we do not represent, promise or warrant that you connecting your EV to the EV charging stations offered by our third-party service providers will result in a successful and timely re-charge of your EV's battery or batteries. It is your responsibility to ensure that your use of the EV charging stations is carried out safely so as to avoid injury to any person or damage to property.
- (d) You acknowledge that the charging stations may fail or require maintenance without any prior notice.
- (e) You shall not use our Platforms, or any charging station in a way that will put our Platforms, the charging station, you, any other person, your EV or any other person's property at risk, including but not limited to any of the following activities:
 - (i) divert or cause to be diverted any electricity flowing through the EV charging stations;
 - (ii) alter or tamper any metering equipment or other device in connection with the Services; and/or
 - (iii) use the Services in an unauthorised, unlawful or fraudulent manner or in connection with criminal activities.
- (f) You shall not attempt to repair, physically modify, impair, interfere with, gain unauthorised access to, reverse engineer or derive source code from any EV charging station.
- (g) You acknowledge and agree that the manufacturer of all EV charging station equipment has reserved all right, title and interest in and to the intellectual property associated with EV charging station equipment and you shall take no action that would cause, or by inaction permit, any impairment of any right, title and interest of the manufacturer in such intellectual property and to otherwise respect the legal rights of the manufacturer.

6.3 **Liability.** You shall be responsible for any damage caused to an EV charging station, any other property or for any injury to any person which is caused by your breach of these Terms or by your misuse or negligence or failure to comply with any instructions or guidance from Kigo in relation to an EV charging station.

6.4 **Disclosure of Personal Data.** In accordance with our privacy policy, you consent to Kigo disclosing your personal data to third parties and EV charging station hosts.

7. **LIMITATION OF LIABILITY**

7.1 **No Warranties.** We do not make any representations, promises or warranties, express or implied, about the Services. We provide our Services "as is", "with all faults", and "as available". To the maximum extent permitted by applicable laws and regulations, we disclaim any and all warranties (express, implied or otherwise) including without limitation, warranties of suitability, merchantability, safety, non-infringement, fitness for a particular purpose, that all or any part of the Services is always available, secure or free from malware, defects, interruptions, errors or other inaccuracies, whether arising by a course of dealing, usage, trade practice, or course of performance.

7.2 **No Liability.** To the fullest extent permitted by applicable laws, Kigo, along with our subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors and distributors:

- (a) shall not be liable to you, and shall not be responsible for indemnifying you, as a result of any direct or indirect loss or damage that you or your EV may suffer as a result of you using or having used our Services and/or our Platforms, including any direct or indirect loss or damage (whether direct or indirect, consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, loss of business information, or other loss) arising out of or caused by your use of or inability to use our Services and/or our Platforms; and
- (b) shall not accept any liability for matters beyond its reasonable control, including force majeure, third party damage to the charging points, third party damage to EVs charged at the charging points or third party damage to any other third party property, or for the acts and omissions of our service partners or providers.

7.3 **Maximum Aggregate Liability.** Without prejudice to the foregoing, Kigo's maximum aggregate liability to you for losses or damages that you suffer in connection with the user of our Services and/or Platforms shall in no event exceed the fees paid by you towards such services in the **twelve (12) months** preceding the event giving rise to liability.

7.4 **Indemnity.** You agree to indemnify, defend and hold harmless Kigo, its partners, directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising out of, your direct or indirect access and use of the Platforms, Services, contents, materials, unauthorised or fraudulent use of your account, breach of any provision of these Terms, violation of any rights of another person or entity, and/or breach of any statutory requirement and/or any applicable law. We reserve the right to assume the exclusive defence and control of any claim brought by a third party in connection with your use of the Platforms and you agree to assist and co-operate with us in relation to any such claim.

8. **GENERAL**

- 8.1 **Intellectual Property.** As between Kigo and you, all intellectual property rights in and to the Platforms, including but not limited to all trademarks, service marks and logos, shall be absolutely owned by Kigo for the full duration of all such rights and worldwide. Unless otherwise expressly stated in these Terms, no licence or right is granted and the user's access to and/or use of the Services should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use any intellectual property rights in any part of the Services without the prior written consent of Kigo.
- 8.2 **Data Protection.** For information regarding the treatment of your personal data, please review our privacy policy (as amended and updated from time to time), which is incorporated by reference into these Terms. Your acceptance of these Terms constitutes acceptance and agreement to the collection, use and disclosure of personal data in accordance with the privacy policy, as may be updated and/or amended from time to time.
- 8.3 **Force Majeure.** We shall have no liability to you for any failure to perform, where such failure or delay results from any circumstances outside our reasonable control including but not limited to any fire, flood, explosion, accident, adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of any private or public highway, riot, government act, quarantine restrictions, pandemics, epidemics, disruption to supply lines, power outages act of war, terrorism, acts of God, breakdown of systems or network access or from any industrial dispute or strike whatsoever.
- 8.4 **Partial Invalidity.** If at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity and enforceability of the remaining parts of these Terms or the remaining provisions shall not be affected or impaired thereby and shall continue in force as if such invalid, void, illegal or unenforceable part of these Terms were severed from these Terms.
- 8.5 **No Waivers.** No release or waiver of any of these Terms or any rights by Kigo shall be effective unless it is expressly stated to be a release and/or waiver and is made in writing and signed by an authorised representative of Kigo. Any failure of Kigo to enforce any right or provision of any Terms shall not be deemed as a waiver of such right or provision. A release or waiver by us of any default shall not constitute a release or waiver of any subsequent default. In the event that any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.
- 8.6 **No Assignment.** You may not assign any of your rights under these Terms without Kigo's prior written consent. Kigo may assign its rights under these Terms to any of its affiliates or any third party.
- 8.7 **Complaints.** We recognise there may be times when, between us, things may not quite happen as they should. If we cannot informally resolve a disagreement between us, or where you believe that we have not dealt appropriately with an issue you have raised, you have the right to make a complaint to us and we have an obligation to make sure that the complaint is dealt with fairly and in accordance with a proper process.
- 8.8 **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction over any legal action or proceedings against Kigo arising out of, with respect to, or in connection with any disputes over these Terms.