

CDG ENGIE EV CHARGING
Individual Platform Terms and Conditions

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“**CDG ENGIE EV Charging**” is a technology platform operated by ComfortDelGro ENGIE Pte. Ltd. (“**CDG**”), a member of CDG Group, that allows users to start, terminate, interrupt and manage the electric vehicle charging services provided by CDG.

These Individual Platform Terms and Conditions (the “**Platform T&Cs**”) and the General Platform Terms and Conditions of Use (“**General Platform Terms**”) shall govern your access and/or use of “**CDG ENGIE EV Charging**”, the Charging Point, and/or the Charging Services. In the event of any conflict or inconsistency between the Platform T&Cs and the General Platform Terms, the Platform T&Cs shall prevail to the extent of the inconsistency.

Unless otherwise defined in this Platform T&Cs, capitalised terms herein shall have the same meaning given to them in the General Platform Terms.

1. Definition

1.1. Unless the context otherwise requires, the following capitalised terms in the Platform T&Cs shall mean:

“**Charging Point**” : means a facility, including the EV charger and all associated and underlying installations and facilities, where, among other services, energy can be supplied to an EV.

“**Charging Service**” : means services provided by CDG in connection with the charging of EVs from time to time, including but not limited to the charging of EVs at the Charging Points, use of the Charging Points, and management of charging sessions. The up-to-date description of the Charging Service are available on the Platform.

“**EV**” : means an electric vehicle.

2. Registration and Eligibility

2.1. You must be least 18 years of age and register for an account with us to access and/or use the Platform, Charging Point and/or Charging Service. You agree that you shall immediately cease using the Platform, Charging Point, Charging Service and/or any Product purchased through the Platform if you are below 18 years of age.

2.2. In registering an account with us, using the Platform, Charging Point or Charging Service, and/or purchasing a Product from us, you represent and warrant that all information provided by you are complete, true and accurate.

2.3. You agree to: (i) provide us with all information as we may request for registration of an account; and (ii) provide us with any proof of identity or any other documents, permits, licenses or approvals we may reasonably request or require.

3. Use of Charging Points and Charging Service

3.1. You must ensure that you follow our instructions relating to the use of the Charging Point and Charging Service that are displayed on or near the Charging Points and/or otherwise published by us. These instructions may change at any time and it is your responsibility to make sure that you follow the prevailing instructions at the material time.

- 3.2. The documentation from your EV manufacturer describes how to recharge your EV safely and efficiently, and you must take all reasonable efforts to recharge your EV in accordance with the guidelines in such documentation.
- 3.3. You must only use, or attempt to use, our Charging Point for recharging an EV if your EV is compatible with that Charging Point.
- 3.4. When charging an EV, you must comply with our instructions, rules, and policies including but not limited to parking restrictions, and hours of operation. You are solely liable for any damage, penalties, fees, payments or loss caused by any non-compliance with our instructions, rules, and policies.
- 3.5. You shall not misuse or cause damage to the Charging Service or Charging Points, and shall not use any product not operable with the EV, Charging Point or Charging Service.
- 3.6. You agree to keep the area around the Charging Points clean and tidy, and to comply with any reasonable request of the owner or occupier of the property on which the Charging Point is located, including any request to immediately suspend, modify or restrict your access to the Charging Point.
- 3.7. You must comply with any reasonable request we make of you when you are using one of our Charging Points.
- 3.8. We do not guarantee and are under no obligation to ensure the availability of, compatibility of your EV with or performance of, the Charging Points, nor do we promise to provide an uninterrupted electricity supply to the Charging Points. We cannot guarantee that connecting your EV to one of our Charging Points will result in a successful and timely recharge of your EV's battery or batteries.
- 3.9. You agree not to use, or attempt to use, Charging Points for any purpose other than to charge your EV and only to the extent that your EV is compatible with the Charging Points.
- 3.10. You warrant that your EV is roadworthy and is authorised and registered for use on Singapore roads, that you have read the relevant manufacturer's handbook and that the EV does not present any danger or risk to other vehicles or person or to the Charging Points.
- 3.11. In the event that you become aware of any defect in or problem with the Charging Service and/or Charging Points, you must promptly send a notification of such defect or problem using the customer support channel of the Platform.
- 3.12. If you are not the owner of the EV accessing the Charging Point or Charging Service, you warrant that you are authorised by the owner of the EV to use the Charging Point and/or the Charging Service, and that you have authority to bind the owner to this Agreement.

4. Charging Sessions

- 4.1. Each charging session at a Charging Point commences once the charging plug is inserted into the EV and you commence the charging session on the Platform.
- 4.2. A charging session would automatically terminate if you remove the charging plug from the EV, or if you terminate the charging session on the Platform.
- 4.3. You agree that you shall be solely responsible for any tolls and charges (including any parking charges) incurred in connection with your use of the Charging Service.

5. Pricing and Payment

- 5.1. You will be charged at our prevailing rates for each EV charging session based on your consumption of electricity (measured in KWh) from the Charging Point from the commencement of the charging session until the charging session is validly terminated. Our prevailing rates can be found on the Platform.

- 5.2. The charges payable by you for the Charging Service will be billed to your credit card by "**Virta Global - EV charging payment processor**", a service provided by Virta Global, Finland (ID-number 2588986-2).
- 5.3. You agree that in the event payment is unsuccessful or any payment is not received within such time as prescribed by us in writing (or subsequently cancelled or disputed by you), we may at our sole discretion, refuse your use of the Charging Service and/or a Charging Point.
- 5.4. We will deliver a e-receipt related to the use of the Charging Service to your registered account, after we have received your payment.

6. Idle Fee

- 6.1. You agree that you will remove your EV from a Charging Point promptly once it is charged and ensure that access to the Charging Point is cleared to allow others to use the Charging Point.
- 6.2. You acknowledge that you may incur an idle fee for the duration your EV remains parked in a Charging Point after it has finished charging. To avoid idle fees, we recommend you monitor your EV while using a Charging Point and use the Platform to track your EV's charge status.

7. Modulation, Interruption and Suspension of the Charging Service

- 7.1. We may at our discretion and without liability, interrupt the Charging Service temporarily and reserve the right to control the charging power of charging sessions and the right to interrupt power delivery during charging sessions, for any reason, including but not limited to:
 - (a) safety reasons,
 - (b) commercial and business-critical reasons,
 - (c) maintenance and updates,
 - (d) hardware-related reasons (e.g., malfunction or error in the EV charger at the Charging Point),
 - (e) enhancement of grid stability,
 - (f) to ensure optimal performance of Charging Points and to allow for power system management and variation of charging power, quality of electricity supply or other similar aspects.
- 7.2. We may, in our sole discretion and without liability, suspend, modulate or interrupt the use or provision of the Charging Service, for example, in the following cases:
 - (a) If you are in breach of any payment obligation;
 - (b) For safety reasons;
 - (c) For commercial and/or business-critical reasons;
 - (d) For IT security or legal compliance reasons; or
 - (e) In other circumstances which in our sole opinion justify the suspension, modulation or interruption, including but not limited to the misuse of the Charging Service, suspicion of fraud, or breach of this Agreement.

8. Indemnity

- 8.1. Without prejudice to and in addition to Clause 8 of the General Platform Terms, you hereby unconditionally undertake to indemnify, defend and hold CDG (and/or CDG Group, as well as their respective employees, servants, officers, agents, directors, partners and/or permitted assigns) (collectively, the "**Indemnitees**") harmless from and against any and all Losses which may be sustained, instituted, made or alleged against (including without limitation any Claim or prospective Claim in connection therewith), or suffered or incurred by any Indemnitee, and which arise (whether directly or indirectly) out of or in connection with your use of the Charging Service or a Charging Point.
- 8.2. This Clause 9 shall survive the termination or expiration of this Agreement (howsoever caused).

9. Termination

- 9.1. Without prejudice to and in addition to Clause 10 of the General Platform Terms, we reserve the right to immediately suspend and/or terminate your account without liability:
- (a) if you cause Loss or damage to any Charging Point;
 - (b) if you fail to fulfil any payment obligation;
 - (c) in other circumstances which in our sole opinion justify the suspension or termination, including, but not limited to, misuse of the Charging Service or suspicion of fraud or breach of this Agreement; and/or
 - (d) if the Charging Service is suspended or terminated by us.
- 9.2. Termination of this Agreement or suspension or termination of your access and/or use of any Platform for any reason whatsoever shall not release you from liability accruing prior to such suspension or termination. Without prejudice to the generality of the foregoing, you shall remain liable for all payment transactions and/or any other obligations you may have incurred under this Agreement.