

EV Driver and End User Terms and Conditions

1. Acceptance of Terms

These Elocity EV Driver and End User Terms and Conditions (“Terms”) govern your use of the electric vehicle (“EV”) charging services, Elocity mobile application, Elocity website, and any Elocity-enabled charging stations or related features (collectively, the “Services”) provided by Elocity Technologies Inc. and its affiliates and group companies (collectively, “Elocity,” “we,” “us,” or “our”).

By creating an account, accessing or using the Elocity App, using any Elocity charging station, or otherwise utilizing the Services, you (“User,” “you,” or “your”) agree to be bound by these Terms. If you do not agree, you must not use the Services. By accepting these Terms, you also agree to Elocity’s Privacy Policy, as well as any supplemental policies, guidelines, or service-specific conditions made available through the Elocity App, website, or charging stations. If you use the Services as a guest (including through one-time payment methods), you are still subject to these Terms.

You confirm that you are of legal age to enter into a binding agreement. If you are using the Services on behalf of another person or organization, you represent that you have full authority to bind that person or organization to these Terms.

2. Description of Services

Elocity provides software and services that enable EV drivers to locate and access EV charging stations, pay for EV charging sessions, and manage their charging through smart load management features. Elocity is not an electric utility or the direct provider of electricity. Elocity’s platform facilitates charging sessions and optimizes charging loads, but the actual delivery of electrical energy is provided by third-party utilities and site hosts, not by Elocity.

Elocity’s smart load management may dynamically control charging rates or schedules to protect the electricity grid and improve efficiency. By using the Services, you consent to Elocity’s intelligent management of your charging sessions (such as adjusting charging speed or timing) for the purposes of grid stability and optimization. Elocity will use commercially reasonable efforts to provide reliable Services, but service availability may be subject to site conditions, utility supply, internet connectivity, and other factors beyond Elocity’s control. Elocity does not guarantee that you will be able to access a charging station at any given time or location, or that any charging station will always have available capacity.

Third-Party Involvement: Some charging stations accessible via Elocity’s Services are owned or operated by third-party site hosts or integrated through roaming partner networks. These third parties may have their own terms of use or policies. Elocity is not responsible for the operation, maintenance, or physical installation of charging stations by third parties, and disclaims all liability for the acts or omissions of such third-party station owners, operators, or any property owners where stations are located. For example, if a station malfunctions due to improper installation by a third-party contractor, or if a property owner restricts access, those issues are outside Elocity’s control. You acknowledge that Elocity’s role is as a software service provider

facilitating your access to charging services, and not as the entity delivering energy or physically installing equipment.

3. Account Registration and Security

Account Creation: To fully utilize the Services as an Elocity registered user (“User”), you may need to create an account in the Elocity mobile app or on our website. You must provide accurate, current information (such as your name, a valid email address, and vehicle details if required) and update it promptly if it changes. You are responsible for maintaining the confidentiality of your account login credentials and any RFID access card or device linked to your account. Do not share your password or access card. Any activity conducted through your account or card will be deemed authorized by you. If you allow someone else to use your Elocity account or access card, you are responsible for ensuring they comply with these Terms, and you will be responsible for any charges or actions they incur.

Account Security: You must notify Elocity immediately if you suspect any unauthorized access to your account or if your Elocity RFID card or registered mobile device is lost, stolen, or compromised. Until you notify Elocity and we have had a reasonable opportunity to disable the affected account or card, you are responsible for all usage and fees incurred by any unauthorized use of your account or card. Elocity will not be liable for any loss or damage arising from unauthorized use of your credentials or devices prior to notice from you. For your security, treat your access card like cash and do not store passwords or PINs with your card. If you sell or transfer your EV that has been linked to automated charging features (such as “plug-and-charge”), it is your responsibility to disable or de-link those features from your Elocity account to prevent future unauthorized use.

RFID Cards — Elocity-supplied or your own. Charging may be initiated using an RFID card or fob supplied by Elocity or, where supported, your own or a third-party RFID card registered to your account. You are responsible for the security and proper use of any card linked to your account, regardless of who issued it. Elocity is responsible only for defects in RFID cards that Elocity itself supplied. Elocity does not warrant, and has no liability or responsibility for, customer-supplied or third-party cards — including failure to authenticate, incompatibility, loss, cloning, or misuse — and, to the maximum extent permitted by law, you waive any claim against Elocity arising from such cards. Lost or stolen cards must be reported immediately as set out above, and Elocity may deactivate any card suspected of misuse.

Mobile App Usage: The Elocity mobile application (the “App”) is provided to enable convenient access to the Services. You must ensure that your mobile device and the App are up-to-date and in proper working order. You are responsible for any data charges from your mobile or internet provider while using the App. Elocity is not responsible if the App is not fully functional due to lack of internet access, poor signal, or your device’s condition. Elocity cannot be held liable for any costs or inconveniences resulting from such situations.

4. Using Charging Stations and Services

Starting a Charging Session

To initiate a charging session at an Elocity-enabled charging station, you may use one of the methods supported by our network. For example, you might tap your Elocity RFID access card, use the Elocity App to select and activate a charger, or utilize another method enabled by our network (such as scanning a QR code or using a partner roaming app). Follow the on-screen

instructions in the App or the instructions posted on the charging station. Always review any safety instructions posted on or near the charging station before use. If no safety instructions are available, you use the station at your own risk. If the station or connector appears damaged, do not use it. Contact Elocity support immediately to report the issue. You should remain near your vehicle during charging as required by station rules and promptly terminate the session and unplug once charging is complete, especially at stations that bill by time. If a station charges by time, you must return the connector to its holder promptly after your session to avoid unnecessary idle fees. You are solely responsible for any extra fees, and Elocity disclaims any liability for charges incurred due to your delay. Be aware that when charging by energy (kWh), the energy measured by your vehicle may differ from the station's meter. The station's readings will be used for billing.

User Responsibilities During Charging

This includes: parking only in designated EV charging spots while actively charging, and abiding by any posted time limits or rules of the location; connecting and disconnecting the charger carefully according to instructions — do not force connectors or tamper with the equipment; supervising the charging process as needed and ensuring that once your session is finished, you promptly disconnect and move your vehicle to avoid obstructing others or incurring idle fees; reporting any damage or safety issues — if you accidentally damage a charging station or observe any hazard (such as sparks, fire, or exposed wires), you must immediately notify Elocity and, if appropriate, emergency services; you are solely responsible for any damage you cause to the charging equipment or the surrounding property and may be held liable for repair costs, and Elocity may charge your account or bill you for the cost of repairing damage you cause; complying with all applicable laws and regulations, including traffic rules (e.g., not blocking fire lanes) and any local requirements for EV parking or charging; and exercising reasonable care — EV charging involves high-voltage electricity, and by using the Services you acknowledge these inherent risks and agree to follow all safety precautions. Use of the charging stations is at your own risk, and you are responsible for any harm to your vehicle or property due to misuse of the station or failure to follow instructions. If no safety instructions are posted on or near the station, you must not use it.

Service Interruptions and Emergencies

Elocity strives to maintain uptime of the network, but charging sessions may be interrupted or suspended due to various factors, including electrical grid instability or failures, utility load control events, station hardware malfunctions, network communication outages, software updates, emergency directives, or safety shut offs. Elocity may remotely stop or limit a charging session in progress if required for safety or grid stability (for example, to prevent overload). If a significant interruption occurs, Elocity will, when feasible, provide notifications through the App or onsite indicators. In an emergency (for instance, detecting a fault or power surge, or if instructed by authorities due to an imminent hazard), Elocity or the station operator may shut down charging without prior notice. This is for your protection and that of others. You should follow any emergency instructions (such as evacuation or disconnect procedures) provided at the station or by emergency personnel. Elocity is not liable for any inconvenience, loss of charge, or other damages resulting from service interruptions or emergency shutdowns to the extent permitted by law. We recommend always having a sufficient charge buffer and not relying on a single charging session to meet critical needs, as actual station availability or functionality can differ from what is shown in the App. Information about station status or availability in the App is provided on a best-effort basis, and Elocity assumes no liability if a station is offline or occupied despite being shown as available.

Site Conditions, Emergencies, and Site-Specific Rules. Charging spaces, signage, line markings, lighting, and the surrounding premises are controlled by the site host or property owner, not by Elocity. Improper marking of charging spots, unsafe or obstructed charging spaces, and other site conditions are beyond Elocity's control. Always assess the area before charging, follow safe charging practices and posted instructions, and do not use a station or space that appears unsafe — report it to Elocity support and the site host. In any emergency (including fire, electric shock, injury, or crime), immediately call local emergency services (such as 911 — ambulance, fire, or police). Elocity is not an emergency service provider, and its support lines are not a substitute for emergency services. All charging stations are intended solely for EV charging and must not be used for any other purpose. You must comply with these Terms and Elocity's notices together with all site-specific safety, parking, and usage notices and terms posted at each location; where a site-specific rule is stricter, the stricter rule applies.

5. Fees, Payments, and Billing

Charging Fees

Use of the charging stations may incur fees (“Charging Fees”) determined on a per-session basis. Charging Fees (and any applicable taxes) will be displayed to you via the App or on the station prior to or at the start of a session. Fees may be calculated based on time, energy (kWh) consumed, a flat session rate, or other structures, and may include additional components such as parking or idling fees if you leave a vehicle plugged in after charging is complete. Charging Fees can vary by station and are often set by the station's owner or host (not by Elocity). For example, different sites or roaming networks may have different pricing. Always review the posted fees before initiating a session. Elocity is not responsible for fees set by third-party station hosts or roaming partners, and those fees are subject to change per the host's policies.

Rates, Idle Fees, and Penalties Set by Others. In most deployments Elocity is the technology provider only: charging rates, idle fees, parking penalties, enforcement charges, and revenue and billing arrangements are decided by the site host, property owner, or network operator, not by Elocity. Elocity displays and processes those amounts as instructed and is not responsible for their amount, fairness, disclosure, or enforcement. Idle fees and parking penalties — including tickets or towing imposed by the site host, a parking authority, or a municipality — are your sole responsibility, and Elocity has no liability or responsibility for them.

Account Balance and Prepaid Model

Elocity may require users to maintain a prepaid balance in their account to use the Services. Upon creating an Elocity account, you might be prompted to load an initial minimum deposit (for example, \$10.00) into your account wallet. You can add funds (in specified increments, e.g., \$10 minimum top-ups) using an accepted payment method. Elocity will hold your deposited funds in a dedicated account, and no interest is paid on balances. When you initiate a charging session using your account, the applicable Charging Fees and taxes will be deducted from your account balance upon session completion. If a session's fees cannot be finalized immediately (for instance, due to connectivity issues), Elocity reserves the right to deduct the fee once the data is received; this may result in a charge appearing later than the session date. Negative Balances: If your account balance is insufficient to cover a session, Elocity may allow the balance to go negative to complete the charge. However, you will be required to add funds to clear any negative balance before you can use the Services again. Elocity may suspend or terminate your access to the Services if you fail to promptly refill a negative balance. You may request a refund

of any unused balance in your account by contacting Elocity support. Note that any promotional or bonus credits have no cash value and may not be refundable.

Guest Transactions

If you use the Services without a prepaid account (for example, as a guest user paying by credit card at a station or via the App), Elocity (or its payment processor) may perform a pre-authorization hold on your card to verify funds. Similarly, Elocity may place a temporary hold (the amount will be disclosed) on your card at session start. Once the session is complete, your card will be charged the actual Charging Fees plus any applicable taxes and processing fees, and any excess hold amount will be released. Transaction Fees: Some payment methods might incur a transaction fee. Elocity will disclose any such fees at the time of use or in the App.

Payment Processing

Elocity uses third-party payment processors (such as Stripe® or others) to handle credit card and payment transactions. By providing a payment method, you authorize Elocity and its payment processor to charge your method for all fees incurred under your account or through your use of the Services. This includes Charging Fees, taxes, and any applicable penalties (e.g., for damage or non-compliance fees, if any). You are responsible for any overdraft, chargeback, or similar fees resulting from charges we make that you authorized. All fees are charged in the currency indicated. Any currency conversion for international use (such as using a Canadian account on a station priced in another currency) will be handled as per our policies or those of your card issuer. Elocity is not responsible for exchange rate differences or fees charged by your bank.

App-less and Third-Party Payment Methods. Some stations support app-less charging transactions, such as tap or credit-card payment terminals, QR-code checkout, or SMS/message-based payment services. These methods may be operated by third-party payment providers or by the site host using equipment or software not supplied by Elocity. Elocity is liable only for errors or defects in systems that Elocity itself supplied. Where a transaction is initiated or processed through a third-party terminal, gateway, card machine, or messaging service, that third party is solely responsible for the transaction, and Elocity owns no liability or responsibility for failed, duplicated, mispriced, delayed, or unauthorized transactions on those systems; to the maximum extent permitted by law, you waive and release Elocity from any claim arising from them. Direct receipts and disputes for such transactions to the provider identified at the point of payment; Elocity will provide reasonable assistance where the session ran on the Elocity network.

Receipts and Transaction History

After completing a charging session, you can obtain a receipt detailing the session (either via email or through the App). For registered users, receipts will typically be emailed to the address on file or available in your account history, showing the date, location, duration, energy dispensed, and cost of the session. Guest users who pay by credit card may receive a receipt via the method provided at the station (such as a text message link or an email entered at the time of payment). Elocity does not provide paper receipts at physical charging station locations.

Billing Disputes

If you believe you were incorrectly charged or encounter an error in billing, you must contact Elocity Customer Support within 30 days of the relevant charge with details of the issue. We will investigate and, if an error is found on our side, we will correct it and, if applicable, reimburse

the amount of the overcharge. Reimbursements for users will typically be credited to your Elocity account balance (or to the original payment method at Elocity's discretion), and for guest transactions may be issued as a credit to the card used. Elocity will not be responsible for any costs or losses (direct or indirect) that you incur due to billing errors. Our responsibility is limited to correcting the erroneous charge or fee. Any disputes raised after the 30-day window may not be honored.

6. Limited Warranty; Service Quality

Elocity endeavors to provide useful and reliable Services, but we do not guarantee that the Services will meet your expectations or needs, nor that they will be uninterrupted, timely, or error-free. To the maximum extent permitted by applicable law, the Services (including the App, any hardware provided by Elocity, and all charging stations on the Elocity network) are provided "as is" and "as available," without any warranties, guarantees, or conditions of any kind, either express or implied. Elocity explicitly disclaims all implied warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. You use the Services at your own risk. Elocity makes no warranty that the information or content provided through the Services is always accurate, complete, or up to date. For example, we do not warrant that any map or availability data will always correctly reflect the real-time status of a charging station, or that a particular charging station will be operational and always deliver a certain amount of power. No advice or information (whether oral or written) obtained from Elocity or through the Services shall create any warranty not expressly stated in these Terms.

In jurisdictions that do not allow the exclusion of certain warranties, some of the above disclaimers may not apply to you. In such cases, any required warranties are limited to the shortest period and fullest extent permitted by applicable law. Nothing in these Terms is intended to exclude or limit any warranty or liability that cannot be excluded by law, including your statutory rights as a consumer under applicable law (for instance, any warranties under Ontario's Consumer Protection Act, 2002, if applicable). These disclaimers are in addition to any specific disclaimers elsewhere in these Terms.

7. Limitation of Liability

Maximum Liability: To the maximum extent permitted by applicable law, in no event will Elocity or its affiliates, officers, employees, agents, or partners be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages whatsoever arising out of or related to your use of (or inability to use) the Services or any EV charging station. This exclusion of damages includes, without limitation, claims for lost profits or revenues, loss of data, loss of business or opportunity, vehicle towing or transportation costs, the cost of alternative charging or fuel, property damage, personal injuries, pain and suffering, or emotional distress, even if we are aware of the possibility of such damages.

Scope of Liability: Elocity is not liable for any conduct, whether online or offline, of any other user or third party, including any third-party owners or operators of charging stations, utility providers, mobile network providers, or property owners where charging stations are located. This means that, for example, Elocity will not be responsible if a station owner improperly maintains a charger causing it to malfunction, or if a utility power outage prevents you from charging, or if another driver's actions (such as occupying a charger or otherwise acting negligently at the charging site) result in your inability to charge or any harm. Elocity and its representatives disclaim all liability for the acts or omissions of any such third parties.

Additionally, Elocity is not responsible for any damage or injury to you or your vehicle that results from your access or use of a charging station or the Services, whether caused by electric power issues (such as power surges or drops), your own negligence in using the equipment, or any other cause outside Elocity's direct control. You acknowledge that charging an EV involves inherent risks. You agree to use any charging station at your own discretion and risk, and you assume full responsibility for any damage to your EV or other property, or any injury to you or others, that may result.

Energy Supply and Equipment: Because Elocity is not the provider of electricity, we are not responsible for the quality or availability of the electrical energy itself. Any issues with the energy supply (such as voltage fluctuations, outages, or capacity constraints) are the responsibility of the electric utility or the station host. Any hardware malfunctions or defects are subject to the manufacturer's warranties or the station owner's maintenance obligations. Elocity provides the networking service for smart charging but makes no guarantee that a charging station will deliver a specific amount of energy or charge your vehicle to any particular level.

Liability Cap: If, notwithstanding the above disclaimers, Elocity is found liable to you for any claim arising from the Services or these Terms (whether in contract, tort, or any other theory of liability), Elocity's total cumulative liability will in no case exceed the greater of: (1) the total fees you paid to Elocity for charging sessions in the twelve (12) months immediately prior to the event giving rise to the claim, or (2) CAD \$150.00. This limitation will apply even if any remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of certain damages; to the extent that such laws apply, some of the above exclusions or limitations may not apply to you. However, in such cases, our liability is limited to the fullest extent permitted by law.

Consumer Rights: Nothing in this Section 7 is intended to limit or exclude any right you have as a consumer that cannot be limited by law. These limitations on liability do not prejudice your statutory rights – for example, certain laws may provide you a right to compensation for personal injuries caused by our negligence or prohibit the exclusion of implied warranties; any such rights are not affected by these Terms. To the extent allowable, you and Elocity agree that the provisions of this Section allocate the risks between us and that the fees (if any) charged for the Services reflect this allocation of risk and the limitations of liability specified herein.

8. Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless Elocity, its affiliates, and their respective officers, directors, employees, and agents (the "Indemnified Parties") from and against any and all third-party claims, demands, lawsuits, or actions, and all related liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable legal fees), arising out of or relating to: (a) your breach of these Terms or any applicable law; (b) any misuse of the Services or damage to any charging station, equipment, or property caused by you or your vehicle (including damage caused while you are en route to or at an Elocity-connected station, or any harm you cause to a location or other individuals in the course of using the charging services); or (c) your negligence, fraud, or willful misconduct in using the Services.

For example, if you overstay at a charger and damage the connector, or if you bypass safety features and cause harm, or if your vehicle leaks fluid that injures someone, and as a result a claim is brought against Elocity as the service provider, then you agree to cover all costs and liabilities incurred by Elocity in connection with that claim. Elocity reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you (in which case you will cooperate with Elocity in asserting any available defenses). You

agree not to settle any such matter without Elocity's prior written consent. Your indemnification obligation will survive any termination of these Terms or your use of the Services.

9. Prohibited Uses and User Conduct

You agree to use the Services only for lawful purposes and in accordance with these Terms. You will not, and will not permit anyone else to: use the Services (including the App or any charging station) in an unlawful, unauthorized, or improper manner (for example, you will not vandalize equipment, bypass payment, or use a charger in a way that it was not designed to be used); interfere with or disrupt the Services or networks connected to the Services, including by attempting to hack, impair, or circumvent any security or authentication measures; engage in any behavior that harasses, disturbs, or is harmful to other users, station owners, or any third parties (for example, do not use the charging spot for non-charging purposes or attempt to physically prevent others from using a station once your session is done); reverse engineer, decompile, or otherwise attempt to extract the source code of any software component of the Services, including the App, except to the extent explicitly permitted by law; or infringe any intellectual property or other rights of Elocity or others. This means, for example, you will not copy, modify, or create derivative works of the App or any content without authorization, and you will respect Elocity's trademarks and branding. All content and software provided by Elocity are owned by Elocity or its licensors and are protected by intellectual property laws. Your use of the Services grants you no rights to any such intellectual property beyond the limited, revocable license to use the Services as provided in these Terms.

Violations of this section may result in immediate suspension or termination of your account and access to the Services and may also result in legal consequences. Elocity may cooperate with law enforcement and will disclose information as legally required if misuse of the Services is suspected to be unlawful.

10. Service Modifications, Suspension, and Termination

Modifications to Services: Elocity reserves the right to modify or discontinue, temporarily or permanently, any part of the Services (including the App or network features) at any time. We may, for example, release updates to the App that change the user interface or how you initiate charging sessions. We may also add or remove features to improve the Service or to comply with legal requirements. If you do not install updates, some features may not function properly, and Elocity is not responsible for issues arising from out-of-date software. In some cases, we may need to temporarily suspend the Services for maintenance or upgrades.

Termination by Elocity: Elocity may suspend or terminate your access to the Services (in whole or in part) immediately, without notice, if you violate these Terms or if we determine in good faith that such action is necessary. For example, we may immediately suspend or terminate your access if you have engaged in fraud, non-payment, vandalism, or actions that harm the network or other users. We may also terminate or suspend the Services if required by law or if ongoing operation of the Services in your region becomes impractical or impossible (for instance, due to regulatory changes). If your account is terminated, your right to use the Services will cease. Any balance in your account may be forfeited if termination is due to misconduct or fraud (subject to applicable law). Elocity will not be liable to you for any compensation, reimbursement, or damages in connection with any termination of the Services or loss of access due to your breach of these Terms. If we terminate the Services without cause (for example, if the service is discontinued entirely), we may provide refunds of any unused account balances as appropriate.

Termination by You: You may terminate your account at any time by deleting your account directly through the Elocity mobile app. If you have a remaining positive balance at the time of deletion, you may request a refund to your original payment method; however, promotional credits are non-refundable. After your account is deleted, Elocity may retain your charging data only for as long as necessary to meet its legal, regulatory, operational, or reporting obligations, consistent with our Privacy Policy and applicable laws. Account termination does not affect any rights or obligations that accrued prior to deletion. Any sections of these Terms that naturally survive termination—such as limitations of liability, indemnification, dispute resolution, and data-retention provisions—will continue to apply after your account has been closed.

11. Governing Law and Dispute Resolution

These Terms and any dispute or claim arising out of or in connection with them or the Services shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. If you are a consumer residing in another Canadian province or territory, you may have the benefit of certain mandatory provisions of the laws of that jurisdiction, and nothing in these Terms affects your rights as a consumer to rely on such local laws where applicable.

Jurisdiction: Except where prohibited by applicable law, you agree that any disputes or claims shall be brought exclusively in the courts of competent jurisdiction in the Province of Ontario. You and Elocity consent to the personal jurisdiction of such courts and waive any objections on the grounds of venue or forum non conveniens (i.e., that the court is not convenient or proper). Notwithstanding the foregoing, Elocity reserves the right to seek injunctive or equitable relief in any jurisdiction to prevent irreparable harm (e.g., unauthorized use of our services or intellectual property).

Consumer Disputes: If you are a consumer, you may also have the option to use any available informal dispute resolution processes or agencies in your province (for example, filing a complaint with a consumer protection authority). These Terms do not limit your ability to seek assistance from such bodies. However, we encourage you to first contact Elocity Customer Support to resolve any issue amicably.

Quebec residents: the Consumer Protection Act (Quebec) applies to consumer contracts, and you may have the right to bring claims in Quebec courts notwithstanding the forum provisions above; nothing in these Terms limits those rights. A French-language version of these Terms and conditions are also available at our website <https://elocitytech.com/terms-and-conditions/>. Une version française des présentes conditions générales est également disponible sur notre site Web, à l'adresse [https://elocitytech.com/terms-and-conditions/..](https://elocitytech.com/terms-and-conditions/)

12. General Provisions

Entire Agreement: These Terms (along with any additional policies or guidelines referenced herein, which are incorporated by reference) constitute the entire agreement between you and Elocity regarding the use of the Services, and supersede any prior agreements or understandings, whether written or oral, relating to the same subject matter.

Severability: If any provision of these Terms is held to be invalid or unenforceable by a competent court or tribunal, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

No Waiver: The failure of Elocity to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Elocity.

Assignment: You may not assign or transfer your rights or obligations under these Terms to any third party without Elocity's prior written consent. Elocity may assign these Terms or any rights hereunder to any third party, including in connection with a merger, acquisition, or sale of assets, without your consent. These Terms will inure to the benefit of and be binding upon each party's successors and permitted assigns.

Contact Information: If you have any questions or concerns about these Terms or the Services, or need to report an issue, you can contact Elocity at legal@elocitytech.com or via our support hotline at (416) 384-1919. For emergency issues related to charging stations (such as safety hazards or equipment failure), please call our 24/7 hotline immediately. Elocity's mailing address for legal notices is: Elocity Technologies Inc., Unit 23A, 156 Duncan Mill Rd, North York, ON, Canada. These contact details may be updated from time to time and will be available on Elocity's website and in the EV Driver App.

13. Carbon Credits

Carbon credits generated through the use of Elocity's EV charging services are owned by Elocity and may be claimed exclusively by Elocity. Elocity has the right to assign or transfer these carbon credits to any partners or entities it chooses. By using the Services, you acknowledge and agree that you waive any rights of ownership of these carbon credits and any claims to them.

14. Privacy and Site Surveillance

Elocity and its site hosts may monitor EV charging station locations using video surveillance for security, safety, and operational purposes. By using an Elocity charging station or visiting a charging site, you acknowledge that your image and activities may be recorded. Any such recordings will be handled in accordance with applicable laws and Elocity's Privacy Policy, and may be used to investigate incidents, ensure compliance with these Terms, or improve the Services.

15. Power Management and Smart Charging

Smart charging features. The Services include smart load management and power optimization features ("Power Management"), which allocate available electrical capacity among connected vehicles in real time. Power Management may adjust, limit, delay, pause, resume, or prioritize your charging session based on the site's available electrical capacity, the number of vehicles charging, site host preferences and policies, utility or grid-operator signals (including demand response and peak-shaving events), time-of-use optimization, equipment protection, and safety requirements.

No guaranteed charging rate. Charging speeds shown on a station, connector, or in the App are maximums, not commitments. Elocity does not guarantee any minimum charging rate, charging completion time, or state of charge, and your session may charge more slowly than the rated speed of the station or your vehicle while Power Management is active. Where a session is billed by energy (kWh), you pay only for the energy actually delivered; where a session is billed by time, posted rates apply and you remain responsible for monitoring your session.

Consent to automated management. By using the Services, you consent to Elocity remotely and automatically managing your charging sessions as described above, including through firmware

and algorithm updates applied without prior notice. If your vehicle or charging needs require an uninterrupted or minimum-rate charge (for example, for medical or accessibility equipment), you should not rely on a managed public or shared charger and should make alternative arrangements.

Liability. To the maximum extent permitted by law, and subject to the consumer-rights provisions in Sections 6 and 7, Elocity is not liable for delayed charging, reduced charging speed, session interruptions, or any resulting costs or losses arising from the operation of Power Management, except to the extent caused solely by Elocity's gross negligence or wilful misconduct.

By using the Elocity Services, you acknowledge that you have read, understood, and agree to these EV Driver and End User Terms and Conditions. If you do not agree, you must cease use of the Services immediately. Continued use of the charging network or App signifies your acceptance of any updates to these Terms from their effective date. Elocity appreciates your commitment to safe and responsible EV charging and looks forward to serving your electric mobility needs.