

Terms and Conditions of Service

- (I) This website (the “**Website**”) including the BaSE EV apps (the “**Apps**”) developed by Cornerstone EV Charging Service Limited is owned and operated by Cornerstone Technologies Holdings Limited (“**Cornerstone Technologies**”). The terms “we”, “us” and “our” refer to Cornerstone Technologies.
- (II) By visiting or purchasing from our Website, the Apps or under the private subscription plan (the “**Service Plan**”) or otherwise, for the electric vehicle (“**EV**”) charging and support service (the “**Service**”), you agree to be bound by the following terms and conditions (the “**Terms and Conditions**”), including those additional terms and conditions and policies refer herein and/or available by hyperlink or under the application form of the Service Plan or otherwise. These Terms and Conditions apply to all users of the Website, the Apps and the Service Plan.
- (III) You are advised to read the Terms and Conditions carefully before accessing or using the Website, the Apps or the Service Plan. By accessing or using the Website, the Apps or the Service Plan, you agree to be bound by the Terms and Conditions. If you do not agree to all the Terms and Conditions, then you may not access the Website, the Apps or the Service Plan or use any Service. You are advised to seek independent legal advice if you have any concerns on the Terms and Conditions or the use of our Website, the Apps or the Service Plan or the Service.
- (IV) Your agreement to the Terms and Conditions is personal to you. Unless we give you written consent, you remain responsible for complying with the Terms and Conditions and you may not pass any of your rights or responsibilities to anyone else.
- (V) By agreeing to the Terms and Conditions, you represent that you are of the age of 18 or above.
- (VI) If you have any questions about the Terms and Conditions, please contact us at [info@cstl.com.hk].

(A) CHANGES TO THE TERMS AND CONDITIONS

- (i) We reserve the right to unilaterally change any provisions of the Terms and Conditions from time to time, with or without notifying you. Any changes to the Terms and Conditions shall take effect at the time of posting on our website, unless we specified otherwise. It is your responsibility to check the Website from time to time for such changes.
- (ii) Any new products, services, apps, or features or tools which are added to our Website, the Apps or the Service Plan shall also be subject to the Terms and Conditions.
- (iii) Your use of or access to our Website, the Apps or the Service Plan or the Service following the changes to the Terms and Conditions shall constitute your acceptance to those changes.

(B) OUR SERVICE

- (i) Prices for our Service are subject to change without notice.

- (ii) We reserve the right at any time to modify or discontinue any part of our Service without notice.
- (iii) We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any of the Service.
- (iv) We may, without notice limit, cancel, terminate or suspend the provision of Service to you at any time: (a) in the event of an emergency or in order to provide resources to emergency and other essential services; (b) if the supply or use of the Service is or is to become unlawful; and/or (c) if in our reasonable opinion the provision of Service is liable to cause death or personal injury or damage to property.
- (v) We may limit, cancel, terminate or suspend the provision of Service at any time by notice to you: (a) if you do not pay any amounts due for the Service; (b) if the use of the Service exceeds the fair usage level set by us from time to time or is inconsistent with the [Fair Usage Policy] or our instructions; (c) if there are technical difficulties or it is not feasible to provide the Service; (d) if a third party supplier ceases to provide the goods or services which are necessary for us to provide the Service to you; (e) if you or any other person use(s) the Service in contravention of any contract with you or for any illegal, unlawful or improper purpose, or you act in a way, which in our reasonable opinion, causes a nuisance or harassment to us or other customers; (f) if we reasonably believe it is necessary to suspend the Service to: (i) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority; (ii) carry out scheduled maintenance, repair or upgrading of the Service, or any equipment, and facility.
- (vi) All descriptions of Service, service locations, products or product pricing are subject to change from time to time without notice.
- (vii) Any offer for any Service on this Website, the Apps or the Service Plan is void where prohibited by laws.
- (viii) We do not warrant that the quality of any Service purchased by you shall meet your expectations, or that any errors in the Service will be corrected.

(C) YOUR ACCOUNT AND USAGE OF THE SERVICE

- (i) You agree to provide current, complete and accurate purchase and account information for all purchases made at our Website, the Apps, the Service Plan or otherwise.
- (ii) You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- (iii) You must pay for all the charges for the Service, equipment and any other goods and services we provide to you in a timely manner without deductions.
- (iv) [The Service including the charging system provided by us is properly licensed and certified by the Hong Kong government or the relevant agents].
- (v) You must ensure that your EV and all devices connected to our equipment by you, or on your behalf, are technically compatible with the equipment and that the EV and/or the devices comply with and are used in accordance with any contract with us, our instructions and any applicable laws.
- (vi) You must not use or attempt to use the Service, or permit any party to use the Service, in a manner that:

- (a) is unlawful, fraudulent, improper or unauthorized or for immoral purpose;
 - (b) will violate or infringe the rights or privacy of others, including without limitation, any intellectual property rights;
 - (c) will cause annoyance, inconvenience or needless anxiety to any person;
 - (d) will modify, sub-license, sell or disassemble any portion of the Equipment;
 - (e) is not consistent with the purpose the Service; or
 - (f) is for your own or any party's (excluding us) commercial gain.
- (vii) You must only use the Service for charging your designated EV and not any other EVs, with or without our knowledge or consent. You are required to notify us promptly if the registered license plate number of your designated EV is changed. In the event of default of the aforesaid, we may terminate or suspend the Service without prior notice.
- (viii) Unless otherwise provided in the contract with you, the equipment provided by us shall be non-exchangeable
- (ix) You agree to take utmost care of any equipment that we provide to you. For the equipment which is owned by us, you must promptly return such equipment to us in good working condition by allowing us access to the installation address under the Service Plan at reasonable hours to remove and collect such equipment forthwith upon termination of your Service Plan. In the event of loss or damage (fair wear and tear excepted) to our equipment, you must pay us the costs for repairing and/or replacement of the equipment including any charges for loss, replacement or failure to return such equipment as specified in your Service Plan.
- (x) You shall indemnify and keep us, our employees, representatives, sub-contractors and agents fully and effectively indemnified against any losses (including consequential losses) which we may suffer or incur arising out of or relating to or in connection with any contract we enter with you for provision of the Service, including but not limited to the losses resulting, directly or indirectly, from:
- (a) any act or omission (whether or not negligent) of you or any third party;
 - (b) any claim by any person relating to supply of the Service or its use by you or any other person (with or without your knowledge or consent) or any delay or failure to provide the Service by us;
 - (c) any breach by you or any third party;
 - (d) any claim by any person or liability of us under any applicable laws in relation to the supply of the Service;
 - (e) our access to the installation address or the car parking or other spaces of which the installation address forms part, as a result of any wilful breach of any contract by you.
- (xi) [By submitting to the Terms and Conditions, you agree that upon expiry of the Contract Period (as defined in the Service Plan) of the Service, the Service shall automatically renew on a monthly basis (the "**Renewed Term**") and we shall charge you the then prevailing month-to-month fee to be decided from time to time by us until you give us the written notice of termination at least thirty (30) days prior to the intended date of

termination by completing the service termination form We are expressly authorised to bill the credit card provided by you in connection with the Renewed Term].

(D) LIMITATION OF WARRANTIES AND DISCLAIMERS

- (i) We do not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free.
- (ii) We endeavour to provide the Service by adopting a commercially reasonable level of skill and care. You expressly agree that the Service delivered to you provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied. To the extent permitted by law, we exclude all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.
- (iii) Information on the Website, the Apps or the Plan or other materials provided by us from time to time is provided to you on an "AS IS" basis without any express or implied warranty of any kind and is provided for a general purpose only. We do not make any express or implied warranty as to the accuracy, fitness for any particular purposes, or reliability, security, timeliness or freedom from computer virus in relation to such contents. We shall not be liable for any errors, omissions, misstatements or misrepresentations (whether express or implied) concerning any such information, and will not accept any liability or responsibility for any losses, destruction or damage howsoever arising from or in respect of any use or misuse of or reliance on the information delivered on or inability to use the Website, the Apps or other materials.

(E) LIMITATIONS OF LIABILITY

Cornerstone Technologies and our officers, agents or licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including loss of revenues or profits, loss of business or loss of data, in any way related to the service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the Service (including without limitation as a result of breach of any warranty or other term of these Terms and Conditions) even if such damage, claims, losses or injuries were foreseen or foreseeable. Any claim against us shall be limited to the amount you paid, if any, for use of the Service.

(F) COPYRIGHT NOTICE

- (i) By accessing the Website or any of its webpages including the Apps, you unconditionally agree to the terms of this notice as they may be modified and/or supplemented from time to time without prior notice.
- (ii) Unless otherwise indicated, the contents found on the Website, the Apps or other materials belonged to us are subject to copyright owned by us.
- (iii) You are required to obtain our prior written consent if you intend to reproduce, distribute or otherwise use any non-text contents (including but not limited to photographs, graphics, drawings, diagrams, audio files and video files) found on the Website, the Apps or other materials belonged to us in any way or for any purpose.

(G) ACCESS TO OTHER LINKS

You are able to link to other websites which are not under our control in the Website or the Apps. We have no control over the nature, content and availability of those sites. The inclusion of any links does not imply a recommendation or endorse the views expressed within them.

(H) GENERAL PROVISIONS

- (i) In the event that any provision of the Terms and Conditions is adjudicated to be unlawful, void or unenforceable, such provision shall be enforceable to the fullest extent as permitted by the applicable law. The void or unenforceable part shall be deemed to be severed from the Terms and Conditions, the validity and enforceability of any other remaining provisions shall not be affected.
- (ii) In case we shall not exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.
- (iii) Terms and Conditions shall supersede any prior agreements, communications and proposals, either oral or in writing between you and us (including, but not limited to, any prior versions of the Terms and Conditions). If there are any inconsistencies between the Terms and Conditions and information on the Apps, the Service Plan or other materials provided by us from time to time, the information on the Apps, the Service Plan or such other plans provided by us from time to time shall prevail.
- (iv) "Force Majeure Event" means an event beyond the reasonable control of a party which does not relate to its fault or negligence.

Neither you nor we will be responsible for a failure to carry out any obligations under the Terms and Conditions to the extent the failure is directly caused by a Force Majeure Event, as long as the affected party:

- promptly notifies the other party that it has occurred and immediately notifies the other party when it has ended; and
- takes reasonable steps to prevent, avoid and minimise the effects of the Force Majeure Event.

This Clause however does not apply to any obligations to make payments due by you for any Service.

(I) PERSONAL INFORMATION

Your submission of personal data through the Website, the Apps or the Service Plan is governed by our Personal Data Privacy Policy and Statement. To view the said policy and the statement, please [click here](#).

(J) GOVERNING LAW AND JURISDICTION

The Terms and Conditions, any separate agreements whereby we provide you the Service, and any disputes or claims (including non-contractual disputes or claims) arising out of or in

connection with it or its subject matter or formation shall be governed by and construed by the law of Hong Kong Special Administrative Region (“**Hong Kong SAR**”).

You and we both irrevocably agree that the courts of Hong Kong SAR shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Terms and Conditions, the Service or its subject matter or formation.