

## **Electric Vehicle Charging Service - Terms and Conditions**

1. This Charging Station and Charging System are provided and installed by the third-party service provider for EV charging its electric vehicles at Hysan carpark.
2. Users undertake to comply with the "Owner's Manual" of your electric vehicles, and the "Owner's Manual" of the third-party service provider's electric vehicles in the operation of the Charging Station and/or Charging System.
3. Users are solely responsible for ensuring that the charging is carried out safely and to avoid any injury to any person or damage to property.  
In particular, users must ensure that:
  - 3.1 The electric vehicle ("EV") is in good and safe condition and suitable to use the third-party service provider's Charging Station and/or Charging System;
  - 3.2 The charging cord for EV charging is intact;
  - 3.3 The charging cord has been safely plugged into the third-party service provider's Charging Station and/or Charging System before charging and the positioning of the cord does not create any hazards (including a tripping hazard) to other person(s) and property; and
  - 3.4 The charging cord has been disconnected from the third-party service provider's Charging Station and/or Charging System and has been properly stored in the EV before driving off.
4. Hysan Leasing Company Limited (collectively, "Hysan") has the final discretion on the use of parking spaces.
5. Charging is only allowed for EV parked at the designated EV parking space.
6. Users shall indemnify Hysan in respect of all losses, damages, claims and liabilities (including damages to property or injury or death of any person) arising out of or in connection with the act, omission, default or negligence of the users or the use of the third-party service provider's Charging Station and/or Charging System.
7. Hysan shall not be liable for any loss or damage to any motor vehicle or any of its accessories, fixtures, fittings or contents (whether such destruction or damage is caused by the act, omission, default or negligence of Hysan/the Manager or any other party otherwise) at any time whilst which motor vehicle is in use of and/or after the use of the third-party service provider's Charging Station and/or Charging System.
8. Hysan will not be liable (whether arising under statute, at Common Law or otherwise) for any liability and consequence caused by the use of the third-party service provider's Charging Station and/or Charging System. The owner and/or user of any motor vehicle shall be solely liable for and shall indemnify and hold Hysan/the Manager absolutely free and harmless from any liability.
9. The third-party service provider's Charging Station and/or Charging System is available on a first-come first-served basis. Hysan does not guarantee the availability of a third-party service provider's Charging Station and/or Charging System for owners and/or users of any EV.
10. Users agree that Hysan and/or the third-party service provider shall be entitled, at any time without notice, to restrict the use of the third-party service provider's Charging Station and/or Charging System and to modify the terms and conditions herein and/or the third-party service provider's "Owner's Manual" or its terms and conditions.
11. By parking at the parking space and/or using third-party service provider's Charging Station and/or

Charging System, users have agreed, understood and accepted all the above terms and conditions and that they use the third-party service provider's Charging Station and/or Charging System at their own risks.

12. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.
13. Users should contact the 24-hour hotline of the third-party service provider's Technical Support Team, in the event of failure of the Charging System.