



Grid Smarter Cities Terms and Conditions

Grid Smarter Cities offers Services which allow you to Book kerbside in cities around the world. The following terms and conditions govern your Account and use of Services with Grid Smarter Cities. Your contract and Account is with Grid Smarter Cities.

These Terms and Conditions explain our mutual rights and obligations with regards to the Services. Please read these terms and conditions carefully and keep a copy for future reference.

By creating your Account, accessing, browsing, viewing or otherwise using your Account or the Services, you agree to be legally bound by these Terms and Conditions, the Privacy Policy, the Cookies Policy, the Legal Notice, as well as applicable laws and regulations.

If you do not agree with these Terms and Conditions or the Privacy Policy, please refrain from creating an Account or using the Services.

If you have any questions about the information below, please contact your Customer Support Centre listed at the end of this page.

Table of Contents

1. Terms and conditions for Grid Smarter Cities's services
2. Account information
3. License and access to services
4. Using your account
5. Pricing, payment and refunds
6. Verification of transactions
7. Failure to complete transactions
8. Grid Smarter Cities is a mobility parking payment solution company
9. Permits
10. Disclaimer of service level guarantees
11. Warranties, indemnifications and limits of liability
12. Loss, theft or unauthorised use
13. Notice containing information about your right to dispute errors
14. Dispute resolution and confidential arbitration
15. Disclosure of account information to third parties
16. Credit or information inquiries
17. Business days
18. Use of cell phones while driving can be dangerous
19. Cancellation of your account
20. Applicable law
21. Intellectual property
22. Miscellaneous
23. Customer Support Centers

1. Terms And Conditions For Grid Smarter Cities Services

These Terms and Conditions govern your use of the Services (including the App and your Account) and are applicable to your use of the App and Services for every Transaction.

This is not an agreement between you and any Transaction Entity or Facilities Operator, this is an agreement between you and Grid Smarter Cities, even if you access certain parts of the Services through a third-party website or app.

Our Services are not intended for people under 16. If you become aware that a child is using our Services, please contact us at hello@gridsmartercities.com, and we will take steps to remove and terminate the account as necessary.

In this agreement, the following terms have the meanings indicated below:

- **Account** - The Grid Smarter Cities parking service account opened by you in the App, on the Site or by calling our Customer Support Centres.
- **ANPR** – The automatic number plate recognition feature which (1) identifies an opted-in vehicle, prior to payment, as authorised to park at the participating parking facilities and allows access to the parking facilities without having to perform any action normally required to remove a barrier to entry and (2) automatically records the time of entry and exit from the participating parking facility, calculates the length of stay and the cost of the Parking Session for the purposes of initiating payment.
- **App** - The Grid Smarter Cities mobile parking payment application and other applications that we may develop.
- **Autopass** – The service from Grid Smarter Cities that you opt your vehicle or vehicles in using the App, the Site or our Customer Support Centre which allows you to automatically Book kerbside where participating operators support ANPR.
- **Facilities Operator** - The operator of a parking facility offering the option to Book kerbside with the Grid Smarter Cities service.
- **Intellectual Property** - Marks, inventions, techniques, methods, works of authorship, know-how, publicity rights, trade secrets, proprietary rights, and all other intellectual property rights related thereto.
- **Payment Information** - Information of any type necessary to process payments by credit cards, debit cards, digital wallets, in-app and web purchases and any other payment method accepted by Grid Smarter Cities now or in the future in connection with any Transaction.
- **Parking Penalties** - Parking fines, violation notices, tickets, citations, or penalties; your vehicle being wheel booted, your car being towed, or impounded; and other enforcement of vehicle parking requirements, Forfait Post-Stationnement.



- **Parking Session** - The parking service you obtain from a Facilities Operator within the Transaction. Details of a parking session can include location, license plate, start parking session time, end parking session time and are usually linked to a payment.
- **Services** - All services offered by Grid Smarter Cities, including those that allow you to pay for a Parking Session at participating parking clients, including Autopass, pursuant to the terms and conditions of this agreement, such as using our App, Sites, Application Programming Interfaces, backend technologies, products, services, content, features, functions, applications, IVR System, Grid Smarter Cities Portal, Grid Smarter Cities Business Portal, and any future updates, changes or additions thereto.
- **Site** - All Grid Smarter Cities operated websites including <https://gridsmartercities.com/> <http://gridsmartercities-kerb-delivery-web-ui-eu-west-1-stg.s3-website-eu-west-1.amazonaws.com/#/login> as well as any successors to such sites.
- **Terms and Conditions** - These Terms and Conditions which are accepted and agreed to by you when you open an Account or use the Services, and which govern your use of the App and Services.
- **Transactions** - Any time you start, pay for, complete, or make a Parking Session transaction using our App or Services.
- **Transaction Entity** - The various payment processing companies that help process your Transactions.

2. Account Information

You can open your Account by downloading and installing the App; on the Site; or by contacting the appropriate Customer Support Centre. You may change your Account profile at any time, but you agree to provide us with a valid organisation name, user you add to the systems details, registration information, including your contact details. You may not impersonate others or misrepresent your identity to us.

You are responsible for ensuring that your Account information is accurate and current at all times. You further agree to comply with all state or local restrictions that may be applicable to your registration with us. Your Account will be valid until you or Grid Smarter Cities cancel it in accordance with these Terms and Conditions, for example, if your Account contains any untruthful information.

You are solely responsible for use of your Account and you agree to notify us immediately in the event of any unauthorised use.

3. License And Access To Services

Solely for use in connection with the Services, Grid Smarter Cities grants you a limited, non transferable, nonexclusive, revocable license to access the Services and make personal use of the Site and Service. This license does not include any resale or commercial use of Grid Smarter Cities's Service; any collection and use of any information, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of others; or any use of data mining, robots, or similar data gathering and extraction tools. All materials and information related to Grid Smarter Cities may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Grid Smarter Cities. Any unauthorised use terminates the permission or license granted by Grid Smarter Cities.

You acknowledge and agree that the license to use the Services is conditioned on the following restrictions:

- You shall not share with or assign, copy (except as expressly set forth herein), sublicense, transfer, lease, rent, sell, distribute, or otherwise provide to any third party (i) your license; (ii) the App; (iii) any use of the Services; or (iv) your rights under these Terms and Conditions.
- You shall not (i) modify, adapt, translate, copy, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the App or Services or any component thereof for any purpose, or (ii) attempt to discover the underlying source code or algorithms of the App or Services (unless enforcement of this restriction is prohibited by applicable law and then, only to the extent specifically permitted by applicable law, and then only upon providing us with reasonable advance written notice and opportunity to respond).
- You shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Services or create any derivatives based upon the App or Services.
- You shall not permit any party, whether acting directly or on your behalf, to breach or violate any of these restrictions.
- You shall not breach any of these Terms and Conditions.

4. Using Your Account

Purpose

You can use the Account to Book kerbside at any location that offers the option to pay with the Grid Smarter Cities service and, if the option is available in your region, pay or extend for Parking Penalties. You can access your Transactions and review your recent account history on our Site, the App or by calling a Customer Support Centre.

Use of Account, Password, and your Cell Phone

When you open an Account, you will be asked to enter a confidential password to securely access your Account. You will also provide us with the email or number of the phone you will use to access the Account. The Account and password are for your use and protection. **You agree:**

- Not to disclose the password and not to record it on your phone or otherwise make it available to anyone else.
- To use the Account, the password, and your phone as instructed.
- To promptly notify us of any loss, unauthorised use, or theft of your Account or password.
- To be liable for any transactions made by a person you authorise or permit to use your Account and/or password. If you permit someone else to use the Account, we and the Facilities Operator will treat this as if you have authorised this person to use the Account and you will be responsible for any transactions initiated by such person with the Account.

5. Pricing, Payment And Refunds

Pricing

You agree that the fees and service charges included in the Transaction are confirmed before you start parking, apply to the Account and may be charged to the Account. You authorise us to initiate any such charges to the Account.

You are subject to any applicable terms, conditions, restrictions, and other requirements of any payment provider related to any Payment Method and we have no liability for any transaction fees, insufficient fund charges, or any other fee or charge that is assessed by a payment provider in connection with your use of such payment provider for Transactions.



You understand that parking rates vary as a result of parameters set by the Transaction Entity and Facilities Operator, such as parking location, time of day, day of the week, special events, and that these variances are beyond our control and may not be reflected in the App or Services in a timely manner. We pass all parking fees and charges through to you and we are not responsible for any parking rate variances, parking rate changes or for any differences between the parking rates reflected in the App or Service and the parking rates assessed by the Transaction Entity or Facilities Operator at the time of the Parking Session. You are solely responsible for Parking Penalties and for determining the parking rates applicable to your Parking Session before commencing a Transaction.

You are also solely responsible for all fees or charges you incur in connection with your use of your mobile device to access the App or Services, including but not limited to, data usage, texting, data overages, per-minute charges, roaming, and other telecom or access charges and you acknowledge that such fees or charges may apply and that you are solely responsible for such charges and fees.

A chargeback fee of \$15.00 or €15.00 may be assessed if an attempt to charge your Account is rejected for insufficient funds available on your selected Payment Method, for cancellation of your Payment Method or otherwise.

Payment

You agree to pay the parking fee together with all other fees, charges, or assessments related to Transactions. Payments shall be in the currency of the country where the parking facility is located and will be made to Grid Smarter Cities. The amount of the Transaction includes the price specified by the Facilities Operator on the date of service (as posted at the parking facility or configured in the Grid Smarter Cities rates system), the service charge for the Grid Smarter Cities service, and any taxes that apply and will be charged to the Payment Method selected for the Account.

Refunds

We will make every attempt to deliver a high level of service at all times. If you think there has been a billing or accounting error, please contact the appropriate Customer Support Centre listed at the end of this page. If the payment to which the error relates was made to the Facilities Operator, we will connect you to the Facilities Operator. If you are entitled to a refund for any reason for services obtained with the Account, you agree to accept credits to the Payment Method selected on the Account in place of cash. Grid Smarter Cities and the Facilities Operators will not provide cash refunds.

If you have any questions about a refund or other similar issue, please contact the appropriate Customer Support Centre.



6. Verification Of Transactions

Details of your Transactions will be available in real time on your online statement in your Account, the App or on our Site. You agree that we may provide you periodic statements and any other notices related to our Services electronically via your Account, the App or our Site. Statements provided electronically will describe each Transaction during the statement period. Your statement will be available to you in electronic format for viewing and printing online on our App and Site. You may review your recent Transaction history in your Account at any time, currently set at one year's worth of Transactions.

7. Failure To Complete Transactions

You understand that using the Services does not guarantee you a parking space.

You understand that you are solely responsible for ensuring that you have properly started the Parking Session for the appropriate parking location before you leave your vehicle unattended.

You acknowledge and agree that you are solely responsible for correctly entering the relevant information in relation to your parking Transactions, including (i) parking location number for the relevant parking space, (ii) license plate number of the vehicle you are parking, and (iii) information about the Payment Method for the Transaction.

As part of the Services, Grid Smarter Cities may send you reminders, alerts, or critical notifications via push notification, text message or email. You acknowledge and agree that the reception of any such message is not 100% guaranteed and that you are responsible for the timely activation or deactivation of a Parking Session where permitted. You acknowledge that you may not receive these notifications due to the operation, coverage, and services of your mobile network provider and/or Internet service provider or for other reasons and agree that you remain responsible for timely activating, extending or deactivating a Parking Session. Grid Smarter Cities shall have no liability for any damages and costs you incur from not receiving notifications on time or at all.

We and the Facilities Operators accept no liability to complete any transaction which cannot be cleared by our payment processors, whether because there are insufficient funds available on your Payment Method or otherwise.

Neither we nor any of the Facilities Operators will be liable to you for any failure to accept or honour the Account.



8. Grid Smarter Cities Is A Mobility And Booking Payment Solution Company

Grid Smarter Cities provides a service to enable your payment for parking at certain facilities. Grid Smarter Cities does not own, operate or maintain parking facilities and is NOT RESPONSIBLE FOR ANY SUCH FACILITIES OR EVENTS THAT OCCUR AT SUCH FACILITIES. Parking facilities are operated by companies or governmental bodies with which Grid Smarter Cities has contractual relationships, but Grid Smarter Cities is not responsible for actions taken by such companies.

You are responsible for complying with all advertised parking restrictions, including physical signs prohibiting parking in a certain area, which shall take precedence over any information that you receive from Grid Smarter Cities. Grid Smarter Cities will not be responsible for any incorrect or conflicting parking restrictions advertised on signage.

9. Permits And Autopass

We provide some consumers with the opportunity to purchase permits from Facilities Operators and partners ("Permit Issuers"). A permit serves as the official confirmation of your purchase of an item offered for sale by Permit Issuers.

Permit Issuers, not Grid Smarter Cities, determine the price and availability of those permits. The Permit Issuers have policies that sometimes prohibit us from issuing permits or performing exchanges or refunds after the purchase of a permit has been made. You understand that if you purchase a permit through Grid Smarter Cities, you are nevertheless subject to the rules, policies, and terms of the relevant Permit Issuer.

We provide some consumers with the Autopass service, which provides an ability to automatically Book kerbside at the participating parking facilities. You understand that the use of the Autopass service remains subject to the rules, policies, and terms of the relevant Facilities Operator.

10. Disclaimer Of Service Level Guarantees

Note that the Services are only available in selected locations and may not be available at all times at all locations. While we will endeavour to provide the best possible service, there are limitations to cellular and payment technologies which may cause interruptions in service. Please note that WE PROVIDE NO SERVICE LEVEL GUARANTEES WHATSOEVER concerning the Service.



Unless the law provides otherwise, you waive and release us from any obligations that could arise due to defences, rights and claims you have or may have against any third party on account of the use of the Account.

11. Warranties, Indemnifications And Limits Of Liability

Disclaimer about Warranties

You understand that the Services are provided on an “as is” and “as available” basis. Grid Smarter Cities makes no representations or warranties of any kind, express or implied, as to the operation of this Service or the information, content, materials, or products included on our App or Site. You expressly agree that your use of this Site and our Service is at your sole risk.

You also understand and agree that any data, content, or information downloaded or otherwise obtained through your use of the App, Site or Services, including viruses, are obtained at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that may result from such download.

Grid Smarter Cities does not own, control or operate parking facilities and does not warrant anything with respect to such facilities. Grid Smarter Cities will not be liable for any damages of any kind arising from or related to any parking facility or its operation, including, but not limited to direct, indirect, incidental, punitive, and consequential damages arising from damage to your vehicle, loss of your vehicle, or loss of articles left in your vehicle or for any personal injury in any circumstances.

Grid Smarter Cities is also not responsible for any Parking Penalties you incur or receive, even if the Services were used in connection with a Transaction. You are solely responsible for resolving with the relevant authorities and Facilities Operators any issues that you may have regarding Parking Penalties. We do not enforce any parking restrictions and have no ability to control the actions of third parties who enforce parking restrictions or assess parking penalties.

Indemnification

You agree to indemnify, hold harmless and defend Grid Smarter Cities with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorney’s fees and expenses of Grid Smarter Cities’s selected attorneys, arising from any third party claim against Grid Smarter Cities relating to (i) your violation of law; (ii) your infringement of any Intellectual Property or similar proprietary rights of any person or entity; (iii) any noncompliance with or violation of



your License; (iv) your improper or illegal use of the App or Services; (v) any act or omission or willful misconduct of yours; (vi) any breach of any of your representations, warranties, or covenants made herein; and (vii) any failure by you to comply with these Terms and Conditions.

Limitation of Liability

By using the App or Services, you hereby release, remise and forever discharge and give up any and all claims which you may have against Grid Smarter Cities, which now or hereafter arise from, relate to or are connected with the use of the App, Site or Services or any third party's use of the App, Site or Service. You further waive, release and give up any and all claims and defences arising from or relating to any act, event or omission. This includes, without limitation, any claim which could be asserted now or in the future under (i) common or civil law; (ii) any Grid Smarter Cities policies, practices, or procedures; and/or (iii) any federal, state, provincial, and/or local statutes or regulations.

To the fullest extent permitted by applicable law, Grid Smarter Cities disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Grid Smarter Cities does not warrant that our App, Site, its servers, or e-mail, SMS sent from Grid Smarter Cities are free of viruses or other harmful components. Grid Smarter Cities will not be liable for any damages of any kind arising from the use of our Service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

12. Loss, Theft Or Unauthorised Use

You are responsible for all authorised uses of your Account. Applicable law may protect you from liability for unauthorised purchases. You understand that your Account is not a credit account and is not protected by laws covering credit accounts.

Tell us AT ONCE if you believe that your Account has been used by an unauthorised person. Telephoning us is the best way to KEEP YOUR POSSIBLE LOSSES DOWN.

If you believe that your phone has been stolen, or that someone has transferred or improperly charged the Account without your permission, contact the appropriate Customer Support Centre listed at the end of this page. If you fail to notify us promptly and you are grossly negligent or fraudulent in the handling of the Account, you could incur additional charges.



If your phone or Payment Method has been reported lost, stolen or otherwise tampered with, we may close the Account to keep your and our losses down.

13. Notice Containing Information About Your Right To Dispute Errors

In case of errors or questions about Transactions on your Account, contact the appropriate Customer Support Centre or email us at **support@gridsmartercities.com** as soon as possible, including if you think the statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. Under most circumstances, we will connect you to the Facilities Operator whose charges resulted in the error or whose Transaction resulted in questions. Disputes involving Facilities Operators will be resolved pursuant to their procedures.

Where the disputed payment was charged by us (rather than a Facilities Operator), you must contact us no later than 30 days after the transaction in question has been made available to you on the online statement.

The following information must be contained in that notice:

- Your name, username and phone number used for the Account.
- Description of the error or the transaction you are unsure about and an explanation as clearly as possible of why you believe it is an error or why you need more information.
- The amount in local currency of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. Generally, we will tell you the results of our investigation within 10 business days after we hear from you and will promptly correct any error. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question.

If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

14. Dispute Resolution And Confidential Arbitration

Any dispute relating in any way to the services offered by Grid Smarter Cities not resolved in accordance with the preceding Section 13 shall be submitted to confidential arbitration in Vancouver, British Columbia, except that, to the extent you have in any manner violated or threatened to violate Grid Smarter Cities's intellectual property rights, Grid Smarter Cities may seek injunctive or other appropriate relief in any Provincial or Federal court in the Province of British Columbia, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the Canadian Arbitration Association conducted by a single arbitrator. The arbitrator's award shall be binding and may be entered as a judgement in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

15. Disclosure Of Account Information To Third Parties

From time to time, subject to any applicable privacy laws or other laws or regulations, we may provide information about you and the Account:

- To our affiliates and to parking and payment companies with whom we have relationships.
- In response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance.
- In connection with collection of indebtedness or to report losses incurred by us.
- In compliance with any agreement between us and a professional, regulatory or disciplinary body.
- In connection with potential commercial transactions or reorganisations.
- To carefully select service providers and merchant partners who help us meet your needs by providing or offering our services.
- Or as otherwise provided for in the present Terms and Conditions.

For more on how your information is used, please read our Privacy Policy.

16. Credit Or Information Inquiries

You authorise us to make such credit, employment and investigative inquiries, as we deem appropriate, in connection with the issuance and use of the Account. We can furnish information concerning the Account or credit file to consumer reporting agencies and others who may properly receive that information.

17. Business Days

Our business days are all days except Saturdays, Sundays, and statutory holidays.

18. Use Of Mobile Phones While Driving Can Be Dangerous

Please note that operating a mobile phone or any other device while driving can be dangerous and we advise you not to use our Service while operating a vehicle. You agree to indemnify and hold Grid Smarter Cities harmless from any or all liability whatsoever for any harm, loss or injury related to use of this Service or the Account while operating any kind of vehicle.

19. Cancellation Of Your Account

You may choose to cancel this agreement by closing your Account on our Site or App, by emailing us at hello@gridsmartercities.com, or by contacting the appropriate Customer Support Centre listed at the end of this page. Your termination of this agreement will not affect any of our rights or your obligations arising under this agreement prior to termination and, in accordance with the Privacy Policy, your Account will remain our property at all times.

We may cancel or limit your right to use your Account at any time in the event of the following:

- Reports of unauthorised or unusual credit card use associated with your Account including, but not limited to, notice by the card issuing bank.
- Reports of unauthorised or unusual parking use associated with your Account.
- Abuse by you of the chargeback process provided by your issuing bank.
- Excessive levels of disputes or chargebacks.
- Breach of any term of these Terms and Conditions.
- Where the cardholder name on the payment card associated with the Account does not match the name on the Account unless your Account is linked to a



business payment method.

- We are unable to verify or authenticate any information that you provide.
- We believe that activity on your Account poses a significant credit or fraud risk to us.

Our ability to suspend, limit or close your Account does not limit or exclude other remedies we may have if you are otherwise in breach of this Agreement.

20. Applicable Law

By opening the Account, you agree that the laws of the jurisdiction in which the Grid Smarter Cities with whom you have a contract and Account is domiciled, excluding the application of any conflict of laws principles and/or rules. In the case of Grid Smarter Cities, the relevant jurisdiction is the United Kingdom. Notwithstanding the above, you agree that it shall be nevertheless permissible for Grid Smarter Cities to apply for equitable relief in any jurisdiction. You also agree to comply with all local laws, rules and regulations, including but not limited to those applicable to online conduct and acceptable Internet content.

21. Intellectual Property

All Intellectual Property in the App, the Site and Services is the sole property of Grid Smarter Cities and our affiliates or other representatives (as applicable) together with any goodwill, derivatives, new versions, enhancements, updates, changes, etc. of our Intellectual Property, even if wholly or partially based upon your ideas, comments, suggestion, questions, requests, and the like.

Other than as expressly set forth herein, Grid Smarter Cities does not grant to you any express or implied ownership or other rights to any Intellectual Property and all such rights are retained by Grid Smarter Cities. You are liable for any and all damages of every kind resulting from any infringement by you of our Intellectual Property rights.

Any communications, including, without limitation, e-mails, pictures, audio clips, videos, graphics and/or other material sent directly, or by carbon copy or otherwise from you to Grid Smarter Cities or any of our officers, managers, employees, representatives, attorneys, or agents and any postings to the Sites shall become Grid Smarter Cities property upon the transmission of the same. You grant the perpetual and irrevocable right to us to both publicly or non-publicly utilise the same, including the identifying information contained therein, in any manner whatsoever, at no charge.



Grid Smarter Cities and other marks indicated on our App and Site are registered trademarks of Grid Smarter Cities Limited or our affiliates in other countries. Other Grid Smarter Cities graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Grid Smarter Cities. or our affiliates. Grid Smarter Cities's trademarks and trade dress may not be used in connection with any product or service that is not Grid Smarter Cities, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Grid Smarter Cities. All other trademarks not owned by Grid Smarter Cities or our affiliates that appear on our Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Grid Smarter Cities or our affiliates.

22. Miscellaneous

You may not assign, transfer, or sublicense this agreement without Grid Smarter Cities express written consent. We may transfer our rights under this agreement at any time.

Use of the Account is subject to all applicable rules and customs of any payment processor, clearinghouse, or other association involved in Transactions.

We do not give up our rights by delaying or failing to exercise them at any time.

If any term of this agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

If we take legal action against you because of your breach of the terms of this agreement, you must pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

When you download the App from your device, you may be subject to licences and/or terms of use established by that mobile device, original equipment manufacturer (OEM), or vehicle manufacturer for your general use of that device and applications downloaded from it. These Terms and Conditions are in addition to the terms of those of the mobile device, OEM, or vehicle manufacturer, as the case may be.

You acknowledge and agree that these Terms, the Privacy Policy, the Legal Notice, and the Cookies Policy, constitute the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, understandings, representations and commitments concerning such subject matter, whether oral or written, are hereby superseded and terminated in their entirety and are of no further force or effect.



Some pages on our Sites include links to third party websites. These third party sites are governed by their own privacy statements, and we are not responsible for their operations, including but not limited to their information practices. You should review the privacy statement of those third party sites before providing them with any personally identifiable information.

We may at any time change or repeal these **Terms and Conditions**, the **Privacy Policy**, **Legal Notice**, **Cookies Policy** or any portion of the Services at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change, including either by email or by posting such update on our Sites or App. All such amendments, updates, modifications, replacements, versions, or revisions are effective immediately upon posting on our Site or App. You specifically agree to accept such notice of change by email sent to the last electronic mail address you have provided to us. However, if the change is made for security purposes, we can implement such change without prior notice. Should you decide that you no longer agree to accept changes or notices electronically, we may cancel or suspend this agreement, or any features or services of the Account described herein at any time. All references in these Terms and Conditions to the Privacy Policy, the Legal Notice, and any other Services matters are references to the same as they are amended, updated, modified, replaced, or revised.

If at any time you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, you can do so by emailing us at **info@gridsmartercities.com**

23. Customer Support Centres

Location: Metropolitan House Longrigg, Swalwell, Newcastle Upon Tyne, England, NE16 3AS

Phone Number: +44 (0) 7776202045

Email Address: info@gridsmartercities.com

Effective Date: 13 May 2025



Head Office: Metropolitan House Longrigg, Swalwell, Newcastle Upon Tyne, England, NE16 3AS

Telephone No. +44 (0) 7776202045

Email: info@gridsmartercities.com

www.gridsmartercities.com

Grid Smarter Cities © 2025. All products and company names listed are trademarks or tradenames of their respective companies. All specifications are subject to change without further notice.