

LIBERTY CHARGE

CUSTOMER TERMS AND CONDITIONS

PART 1 - INTRODUCTION

1 What these terms cover

1.1 These are the terms and conditions (**Terms**) which cover the supply of our Services to you in the United Kingdom via our Website or App.

1.2 In these Terms:

- (a) references to our **Website** mean our website at <https://libertycharge.com/>;
- (b) references to our **App** means our mobile software application called Liberty Charge; and
- (c) references to our **Services** means the electric vehicle charging services that we provide to you on these terms and which are accessed via our Website or App.

1.3 These Terms apply to all users of our Services, Website and App. These Terms are split into 5 parts, as follows:

- (a) **Part 1 – Introduction:** This Part contains information about these Terms, who we are and how to contact us.
- (b) **Part 2 – Terms of Service:** This Part contains information about the terms which apply to your use of the charging Services we provide to you.
- (c) **Part 3 – Website and App Terms of Use:** This Part contains information about the terms which apply to your use of our Website and App.
- (d) **Part 4 – Account Holder Terms:** If you decide to register for an account with us on our Website or App, then the terms in this Part will apply to your use of your account.
- (e) **Part 5 – General:** This Part contains information about other legal terms which apply to your contract with us.

2 Why you should read these Terms

2.1 Please read these Terms carefully before you use our Services, Website or App and before you register for an account with us.

2.2 These Terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

3 Information about us and how to contact us

3.1 Who we are

We are **LIBERTY CHARGE LIMITED** a company registered in England and Wales. Our company registration number is 12231122 and our registered office is at Griffin House, 161 Hammersmith Road, London, United Kingdom, W6 8BS. Our registered VAT number is 355938164.

3.2 How to contact us

You can contact us by:

- (a) telephoning our customer service team at 0330 111 5335
 - (b) by sending us an email at contactuscpo@libertycharge.co.uk; or
 - (c) by sending us an enquiry via the Website contact us function,
- together, these are our **Contact Details**.

4 **Are you a business customer or a consumer?**

4.1 In some areas you will have different rights under these Terms depending on whether you are a business customer or consumer.

4.2 You are a consumer if:

- (a) You are an individual.
- (b) You are making use of our Services for your personal use (not for use in connection with your trade, business, craft or profession).
- (c) The vehicle you are using our Services to charge is your personal vehicle and does not belong to your employer or is not otherwise used by you in connection with your trade, business, craft or profession).

4.3 Provisions specific to consumers only or business customers are outlined specifically in the applicable clauses of these Terms.

5 **If you are a business customer this is our entire agreement with you**

If you are a business customer these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6 **Our contract with you**

6.1 A contract between you and us will form when you use our Website, download our App, register an account with us, and for each transaction when you purchase Services from us. Our contract with you shall incorporate and be subject to these Terms.

6.2 By proceeding to use our Website, download our App, register an account or purchase Services from us, you agree to be bound by these Terms.

6.3 If you do not agree to these Terms then you should not proceed to use our Website, App or Services.

PART 2 – TERMS OF SERVICE

1 Our Services

1.1 We will provide you with our charging services to enable you to recharge your electric vehicle using the charging stations which we own and / or operate (**Charge Points**) across our charging network. We will provide you with the ability to search for our

Charge Points using the Website or the App. These charging services are made available to you via our Website or the App and collectively constitute the **Services**.

- 1.2 A map of our Charge Points where we provide our Services to you can be viewed on the Website or via our App.

2 Charging your vehicle at our Charge Points

- 2.1 In order to charge your vehicle at one of our Charge Points, you must locate the relevant Charge Point by using our Website or App. Once you have located your preferred Charge Point location you can then attend the Charge Point and begin charging your vehicle in accordance with these Terms.

- 2.2 When charging your vehicle at our Charge Points you acknowledge and agree that;

- (a) you will comply with all signage, safety and instructions displayed at the Charge Points, contained in the App and / or on the Website when using the charging Services;
- (b) where you select a fast charge option, you will be responsible for providing the charging cable to be used to connect your vehicle to the Charge Points. You will ensure that you only use charging cable of a standard and quality no less than that recommended by the manufacturer of your vehicle and you will not use any cable which are damaged, faulty or otherwise modified in any way;
- (c) where you select a rapid charge option, a charging cable will be made available to you at the Charge Point for connecting your vehicle to the Charge Point. You must use this charging cable in accordance with the instructions set out at the Charge Point, and you must leave the charging cable at the Charge Point when you depart. It is your responsibility to ensure that the rapid charge and charging cable are appropriate for your vehicle;
- (d) you will be responsible for ensuring that the battery in your vehicle is compatible with using the Charge Points to charge your vehicle. You will ensure that the battery in your vehicle is of a standard and quality no less than that recommended by the manufacturer of your vehicle and you will not use connect your vehicle to the Charge Points should the battery be damaged, faulty or otherwise modified in any way;
- (e) you are responsible for disconnecting your charging cable from our Charge Points correctly once you have finished charging your vehicle;
- (f) you will leave the Charge Point promptly once your vehicle has finished charging; and
- (g) you will immediately report any issues encountered at the Charge Point when using the charging service to us via our Contact Details.

- 2.3 We reserve the right to take action against you in the event that any breach by you of your obligations in clause 2.2 above results in any damage to the Charge Point or any losses suffered by us.

3 Payment for charging your vehicle at our Charge Points

- 3.1 Our charging Services allow you to charge your vehicle at one of our Charge Points. Unless you select to use contactless payments in accordance with clause 6 below, or you as a business or commercial user with a corporate account as referred to in clause 3.2(d) below, in order to use our Services you must:

- (a) select your Charge Point via our Website or App
- (b) expressly agree to these Terms
- (c) provide us with valid payment details; and
- (d) permit us to take a holding payment.

3.2 You can pay to charge your vehicle at our Charge Points:

- (a) as a **Pay-As-You-Go User** which allows you to make a payment by using a credit or debit card via the Website without having to provide us with any personal data, download the App or open an account with us; or as a
- (b) as an **Account Holder** which allows you to make payment using an authorised debit or credit card which has already been registered to your account via the App or Website; or
- (c) where available at your chosen Charge Point, using contactless payments in accordance with clause 6 below; or
- (d) where you are a commercial or business customer and your employer has separately agreed account payment terms with us, your employer will be charged separately for your use of the charging Services.

3.3 We reserve the right to refuse to authorise a purchase of electricity from us should any of the following apply;

- (a) we reasonably suspect fraud or illegal activity;
- (b) your payment card has been reported as lost or stolen;
- (c) we reasonably consider this is necessary to protect the security of your account;
- (d) we cannot reasonably meet you request;
- (e) you do not pay us any payment owed to us in full by the date it is due; or
- (f) that in providing our Services to you this would cause us to break any law, regulation, code or other duty which applies to us.

3.4 You are entitled to cancel your request to use our Services up until you connect your charging cable or your electric vehicle to the Charge Point.

4 How will your card details be processed?

4.1 We will process your card details, including those entered into the Website and App solely for the purpose of sharing these details with our third party payment provider.

4.2 Where you are an Account Holder and have registered a card with us to pay for Services, your card details are held by us and collected, stored and processed by our third party payment services provider.

5 Placing a hold on your payment card

5.1 In order to verify that your credit card or your bank account (for debit cards) has sufficient funds for payment of the electricity provided by us as part of the Services, when you provide and verify your credit or debit card on our Website or App, our third

party payment services provider will take a pre-authorisation holding payment on your card or your bank account until your fare for your charge has been calculated and your payment has been settled.

- 5.2 The amount of the pre-authorisation holding payment taken by our third party payment services provider will depend on the type of charge you have selected to purchase, as follows:
- (a) for fast charging, a pre-authorisation holding payment of £10 will be taken; and
 - (b) for rapid charging, a pre-authorisation holding payment of £20 will be taken.
- 5.3 If a pre-authorisation holding payment cannot be taken for any reason, for example, if the relevant account does not have the funds necessary for the pre-authorisation holding payment, you will not be able to proceed with the purchase of electricity for your electric vehicle at the Charge Point.
- 5.4 Once your charging session has ended, the pre-authorisation holding payment will be adjusted to reflect the total cost of the purchased electricity. Where your finalised payment for the charging Service is more than the pre-authorisation holding payment, your bank or credit card provider will refund the pre-authorisation holding payment in full and take payment of the finalised payment amount. Where your finalised payment for the charging Service is less than the pre-authorisation holding amount, your bank or credit card provider should release the remainder of the pre-authorisation holding payment promptly following the purchase of electricity, although this could take two to three business days. Please contact your bank or credit card provider if you have any questions regarding this.

6 Contactless Payments

- 6.1 When we refer to a contactless payment, we are referring to a payment made using a debit card, credit card, prepaid card, charge card, smart phone, smart watch or other card or device that is used to transmit contactless payment information to or from a payment account (such as a credit card account, current account, electric money account or digital wallet).
- 6.2 We may decide to make contactless payments available at our Charge Points, however we do not guarantee that contactless payments will be available and operational at any of our Charge Points.
- 6.3 Where we offer contactless payments and you decide to use this payment method to pay for the Services, you agree that it is your responsibility to check the tariff for our Services at the Charge Point before you begin charging your electric vehicle.
- 6.4 To use a contactless payment card, you must touch it on the card reader at the selected Charge Point at the start and end of each time you use our electric vehicle charging service. To pay the correct amount for the charge, you must always touch in and out using the same contactless payment card.
- 6.5 When you touch your contactless payment card on a card reader on the Charging Station, you are giving authorisation for the cost of your use of our Services to be charged to your payment account.
- 6.6 After you have finished charging your electric vehicle we will charge you for using our charging Services. The amount charged to your payment account will be calculated based on the amount of electricity you have used and the applicable tariff for the Charge Point and charging Service you have used.

- 6.7 If you would like any further information about where you can use contactless payment cards on the Network or you experience any problems when using contactless payment cards, please contact us using Our Contact Details.

7 Price for charging your vehicle and additional fees

- 7.1 The price for charging your vehicle will be dependent on the location of the Charge Point.
- 7.2 The charge selection and applicable fares available at your selected Charge Point will be available on the Website and the App, and in some cases this may also be displayed on signage at the Charge Point.
- 7.3 Please note prices shown on the Website or App will change from time to time without prior notice of any change to the price. However, the fare for your charge will be fixed at the point at which you select to begin charging on the Website or the App, and fares will not be able to change during the charge.
- 7.4 All prices displayed on the Website or App are inclusive of VAT.

8 Pay-As-You-Go

- 8.1 Where you decide to use our Services on a Pay-As-You-Go user and you opt not to provide us with your email address, please note that we will be unable to send you a confirmation for your payment for the Services, as to do this we require your personal data.
- 8.2 If you have purchased Services from us on a Pay-As-You-Go basis without providing your email address and you require proof of payment, please contact your bank account or credit card provider for this.
- 8.3 Please also note that if you are a Pay-As-You-Go user we will not keep a record of your history of use of our charging services, and we will not be able to send you any information about news and services that we think you may be interested in (such as news regarding new Charge Points or changes in tariffs).

9 If there is a problem with our Services

- 9.1 If you encounter any defects in relation to our Services or Charge Points you should contact us by phone or email as soon as possible in order for us to have a reasonable opportunity of examine any defect and have the opportunity to repair or fix such defects.
- 9.2 As noted in clause 2.2(b) above, where you select a fast charge option you are responsible for bringing a charging cable to connect your vehicle to the Charge Point, and you are responsible for ensuring that your charging cable is in full working order and appropriate for use at the Charge Point. If, in the event of a malfunction or technical error, your charging cable is not released by the Charge Point at the end of your charge, we will do our best to arrange for your charging cable to be released and delivered back to you in full working order. However, we cannot guarantee that this will be the case, and your use of your charging cable at our Charge Point is at your own risk. We do not provide or sell charging cables, therefore we are unable to provide you with a repair or replacement charging cable if we are unable to return your charging cable to you in these circumstances.
- 9.3 If you have any questions about this or our Services generally, please contact us using our Contact Details.

10 Our liability to you

- 10.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- 10.2 Except for any legal responsibilities that we cannot exclude in law, we will not be legally responsible for any loss or damage you suffer arising from:
- (a) your charging cable becoming damaged when connecting and/or disconnecting from the Charge Point;
 - (b) any damage to your vehicle as a result of any incompatibility between your vehicle and the charging cable made available for rapid charge at our Charge Point;
 - (c) any damage to your vehicle's battery as a result of connecting and/or disconnecting to the Charge Point;
 - (d) any software failure resulting in the Charge Points stopping and starting and the charging from being interrupted at the Charge Point;
 - (e) any loss of access or suspension to the Services;
 - (f) any damage to your vehicle as a result of parking next to the Charge Points;
 - (g) any damage to your vehicle or mobile device as a result of using the Services;
 - (h) any parking charge incurred by you as result of failing to correct park at the Charge Points; and
 - (i) any inconvenience caused by any failure of the Services or any inability to charge your vehicle due to availability of the Charge Points.
- 10.3 If we fail in providing Services which comply with these Terms, we will be responsible for loss or damage you may suffer which is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 10.4 Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the purchase or registration process where applicable.
- 10.5 We are not liable for business losses. If you are a consumer, we only supply the products for to you for domestic and private use.
- 10.6 In the event that you use our Services for commercial or business purposes then in addition to the above the following also applies;
- (a) our aggregate liability to you under these Terms shall not exceed £50; and
 - (b) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us.

11 Events outside of our control

- 11.1 If we are unable to meet our obligations under these Terms due to unforeseen circumstances outside of our control such as a failure of a Charge Point (such as being due to failure of electricity being supplied to the Charge Point or any failure caused by third parties we engage to assist in providing the Services), we will not be responsible for any losses and costs caused to you.
- 11.2 Where such an event affects our ability to provide our Services to you, we will restart the Services as soon as practicable after the event is over.

12 Your rights as a consumer

- 12.1 If you are a consumer, you have legal rights under consumer protection laws. We are under a legal duty to supply our Services which confirm to these Terms and must ensure that:
- (a) the Services are carried out with reasonable skill and care;
 - (b) where we have not agreed a price for our Services beforehand, you must be asked to pay a reasonable price for these Services; and
 - (c) If we haven't agreed a time for Services to be delivered to you beforehand, the Services must be carried out within a reasonable time.
- 12.2 If we do not provide the Services to you as outlined above you may have the right to ask us to repeat or fix the Services, for a reduction in the price of the Services or for a refund.

PART 3 – WEBSITE AND APP TERMS OF USE

1 Our Website and App

- 1.1 Our Website and App are made available for users in the United Kingdom aged 18 and over only.
- 1.2 In order to use the Website, you must have an internet-enabled eligible device which is connected to the internet and which uses software of a version compatible with the Website. You are solely responsible for any mobile network charges applicable for the use of the Website on your mobile device.
- 1.3 In order to use the App, you must have a smart device using the standard iOS and android version (11.4). The terms of use imposed by the app store from which you downloaded the App may also apply to your use of the App.
- 1.4 Our Website and App are made available free of charge.
- 1.5 We do not guarantee that our Website, App, or any content on our Website or App, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 1.6 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 1.7 If you require any support when using our Website or App, please contact us using the Contact Details.

2 How you may use our Website and our App

- 2.1 We are the owner or the licensee of all intellectual property rights in our Website and our App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.2 You may print off one copy, and may download extracts, of any page(s) from our Website or our App for your personal use and you may draw the attention of others within your organisation to content posted on our Website or our App.
- 2.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 2.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).
- 2.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors, except where you are a business customer and subject to the Terms.
- 2.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

3 Non-Reliance

- 3.1 The content on our Website and App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website or App.
- 3.2 Although we make reasonable efforts to update the information on our Website or App, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

4 Third Party Links

- 4.1 Where our Website or App contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 4.2 We have no control over the contents of those sites or resources

5 Acceptable Use

- 5.1 You may not use our Website or App:
 - (a) in any way that breaches any applicable local, national or international law or regulation;
 - (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - (c) for the purpose of harming or attempting to harm minors in any way;
 - (d) to bully, insult, intimidate or humiliate any person;

- (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (g) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- (h) to upload terrorist content.

5.2 You also agree:

- (a) not to reproduce, duplicate, copy or re-sell any part of our Website or App; and
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Website or App;
 - (ii) any equipment or network on which our Website or App is stored;
 - (iii) any software used in the provision of our Website or App; or
 - (iv) any equipment or network or software owned or used by any third party.

6 Linking

- 6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 6.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 6.3 You must not establish a link to our Website or App in any website or application that is not owned by you.
- 6.4 Our Website or App must not be framed on any other Website or App, nor may you create a link to any part of our Website or App other than the home page.
- 6.5 We reserve the right to withdraw linking permission without notice.
- 6.6 The website or application in which you are linking must comply in all respects with the content standards set out above.
- 6.7 If you wish to link to or make any use of content on our Website or App other than that set out above, please contact us using the Contact Details.

7 Viruses

- 7.1 We do not guarantee that our Website will be secure or free from bugs or viruses.
- 7.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

- 7.3 You must not misuse our Website or App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website or App, the server on which our Website or App is stored or any server, computer or database connected to our Website or App. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

8 Our responsibility for loss or damage suffered by you

8.1 If you are a consumer

- (a) Please note that we only provide our Website and App for domestic and private use. You agree not to use our Website or App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- (b) If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

8.2 If you are a business customer:

- (a) We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (i) use of, or inability to use, our Website or App; or
 - (ii) use of or reliance on any content displayed on our Website or App.
- (c) In particular, we will not be liable for:
 - (i) loss of profits, sales, business, or revenue;
 - (ii) business interruption;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity, goodwill or reputation; or
 - (v) any indirect or consequential loss or damage.

9 Cookies

- 9.1 The Website and App use cookies. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. For more

information about how we use them please see our Privacy and Cookie statement here <https://libertycharge.com/privacy-policy/>.

- 9.2 When you use the Website or the App, we will collect data including, but not limited to, your geographic location, your device's type, unique ID, IP address, start and stop times when charging your vehicle, network status and information about the way you use the Website. For further information on how we process your personal data please see our privacy policy <https://libertycharge.com/privacy-policy/>.

PART 4 – ACCOUNT USER TERMS

1 Registering an account with us via the Website or App

1.1 If you choose to register an account with us, this will enable us to:

- (a) store your card details for swifter payment processing when you charge at a Charge Point;
- (b) keep a record of your recent charging sessions using the Website or the App;
- (c) provide you with a payment confirmation for your recent charging sessions; and
- (d) unless you unsubscribe to marketing, inform you about news and services that we think may be of interest to you (for example, information about new Charge Points or changes in tariffs in your local area).

2 Your responsibility for your Account

2.1 If you sign up for an account with us, we will ask for your information to arrange for this such as your name, email address and payment details. You must provide accurate and complete information and keep this up to date in your account.

2.2 When using the App or Website as an Account Holder, you are responsible for ensuring that:

- (a) you are the only person who uses the Website or App installed on your mobile device – you must not authorise anyone else to use the Website or App installed on your mobile device;
- (b) your account password and passcode (if applicable) are kept secure – for example, you must not tell anyone else your password or passcode and your password or passcode must not be kept as a written or electronic record with or on your mobile device; and
- (c) you are able to access any emails and communications that we correctly send to you using the details that you provide to us. It may be necessary for you to check your email “junk mail” folders and/or make changes to your email filter settings to ensure that our emails are received directly into your email inbox folder.

2.3 We are under no obligation to check that any instruction or confirmation made by the Account Holder through the App and/or the Website is from you.

2.4 You must notify us immediately using our Contact Details if the security of your mobile device and/or your account information is compromised due to:

- (a) your mobile device being lost or stolen;

- (b) your account password and/or passcode (if applicable) becoming or likely to become known by another person; and/or
 - (c) unauthorised access to your mobile device and/or your account.
- 2.5 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 3 Termination and/or Suspension**
- 3.1 Where you have created an account with us these Terms have no fixed term. This means our contract with you will continue until you or we decide to cancel your account.
- 3.2 If you have broken these Terms we may take steps including:
- (a) contacting you to notify you;
 - (b) immediately suspending your access to your account;
 - (c) taking legal action against you; and/or
 - (d) disclosing information to law enforcement or regulatory authorities as necessary for us to comply with our statutory or regulatory obligations.
- 3.3 We may also immediately suspend or end your access to your account, the App, and / or the Website, and if necessary terminate these Terms, if we reasonably believe that you have infringed any intellectual property in connection with the App, or the Website; there is a security risk to our network or systems; or you are in breach of another agreement with us.
- 3.4 You can delete the App from your mobile device at any time. Please note that deleting the App will not close your account or delete your account data. In order to cancel your account and permanently delete your account data, you must request cancellation of your account and permanent deletion by contacting us using the Contact Details.

PART 5 - GENERAL

1 How we use your personal information

- 1.1 When you use our Services, we will process your personal information. Our Privacy & Security Policy sets out the ways in which we will collect, store and process data relating to your use of our Services (including the App and the Website) and includes details of your rights to access, correct and erase of any of your personal information that we hold. Please find a link to our Privacy & Security Policy here <https://libertycharge.com/privacy-policy/>.
- 1.2 If you have any queries in relation to how your personal information is processed please send an email containing your query to privacy@libertycharge.co.uk.

2 Intellectual Property Rights

- 2.1 All Intellectual Property Rights (IPR) in or arising out of or in connection with the Services, the Website or the App shall be owned by us.
- 2.2 We grant to you a revocable right to use the IPR for your personal and non-commercial use in accordance with these Terms. You shall not sub-license, assign or otherwise transfer the rights granted to you under these Terms.

2.3 For the avoidance of doubt no title or any IPR are transferred to you under these Terms.

3 Changes to these Terms

3.1 We may update and change our Website and App from time to time to reflect changes to our Services, changes to our business, or changes to operating requirements. We will notify you of any material changes to our Services, Website or App by publishing an updated version of these Terms on the Website and App.

3.2 We will try to give you reasonable notice of any major changes to these Terms. Please check the terms published in the App and the Website periodically for any changes.

3.3 We may change our Services for various reasons including but not limited to the following;

(a) to reflect changes in relevant laws and regulatory requirements applicable to our Services and

(b) to implement relevant technical adjustments and improvements to the functionality of the Website or App for enhanced for an enhanced user experience.

3.4 Your continued use of our Services, the Website and App confirm your acceptance of any updates to these Terms.

3.5 Should you want to end your contract with us due to changes to these Terms you can do this by contacting us using our Contact Details.

4 We may transfer this agreement to someone else.

You agree that we may transfer our rights and obligations under these Terms to another organisation. We will always notify you if this happens and we will ensure that the transfer will not affect your rights under these Terms. You may only transfer your rights or your obligations under these Terms with our prior written agreement which will not be unreasonably withheld or delayed. We may not agree if the proposed transfer affects our rights and obligations under these Terms.

5 No rights for third parties

These Terms form a contract between you and us and these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for third parties to enforce any of these Terms.

6 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

7 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

8 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.

These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

9 Which laws apply to this contract and where you may bring legal proceedings if you are a business.

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.