

X-MILES TERMS & CONDITIONS POLICY

Access and use of any X Miles Sdn. Bhd. (“X-Miles”, “we”, “us” or “our”) websites, digital experiences, mobile applications, stores events, or one of our other products or services, all of which are part of X-Miles’s Platform (“Platform”) is conditional upon the acceptance and compliance with all terms listed in this document (“Terms”). These Terms describe the use of electric vehicle charging and support services for electric vehicles (“EVs”) through X-Miles Charging Stations and related equipment, service plans, billing services, and our Platform.

THESE TERMS ARE IMPORTANT. THEY AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EACH PROVISION AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE SERVICES PROVIDED TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE CAREFULLY REVIEW SECTION 8 OF THESE TERMS FOR MORE INFORMATION. THESE TERMS LIMIT X-MILES’S LIABILITY AND THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

X-Miles reserves the right to amend the Terms at any time by posting the amended Terms on our Platform. Any and all such amendment will take effect at the time of posting. Your continued access or use of our Platform confirms your consent to be bound by the Terms as amended.

PRIVACY POLICY

Our Privacy Policy describes the collection and use of personal data on our Platform. Our Privacy Policy can be found at [**PRIVACY POLICY DOCUMENT LINK**](#).

ACCOUNT SECURITY

To be eligible to use our Platform, you are of legal age or have consent from your parents or guardians. When registering for an account with our Platform, all personal data collected must be accurate.

You are responsible for maintaining the confidentiality of any passwords associated with any account being used on our Platform.

By agreeing to the Terms you represent that:

- you are of legal age.
- you are the person whose name and other information have been provided for the account that you have or are creating.
- you have not previously been suspended or removed from our Platform.
- your registration and your use of our Platform is in compliance with any and all applicable laws and regulations.

If you are using our Platform on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization. You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired payment method on file, may result in additional fees and/or your inability to access or use our Platform.

Immediately inform X-Miles when you notice any unauthorized use of your account on our Platform. You can contact X-Miles through info@xmiles.com.my or calling +6014 364 1128. X-Miles is not responsible for any loss that results from unauthorized use of your account.

EV CHARGING SERVICES

Host Property Restrictions

X-Miles Charging Stations may be located and hosted on a third party's property (such third party is referred to as a "Host"). As such, you agree to observe and obey any and all rules set by Hosts pertaining to their property and the use of X-Miles Charging Stations on such Host properties, including, but not limited to, general customer or visitor conduct, parking restrictions, parking time limitations, and hours of operation. You are solely responsible for any damage, fees, penalties or loss caused by your noncompliance of any Host rules.

Support

In the event of any equipment malfunction or other technical issue with our Platform or an X-Miles Charging Station, please call +6014 364 1128 or the contact number located on the X-Miles Charging Station.

WEBSITE AND MOBILE APP

License, Use & General Restrictions

Subject to your continued compliance with these Terms, X-Miles grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to:

- access and use X-Miles's websites ("Sites"), web portal ("Web Portal"), mobile application ("Mobile App"), digital experiences, mobile applications, stores events, or one of our other products or services, all of which are part of X-Miles's Platform ("Platform")
- access and use any content, information and related materials that may be made available through our Platform, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by X-Miles.

The Web Portal and Mobile App provide information regarding your account and X-Miles Charging Stations, including X-Miles Charging Station locations, and other content and features X-Miles may make available, and provide you general access to utilize our Platform. You are responsible for all use of the Web Portal and/or Mobile App under your username and/or by use of your password.

You may provide links to our Platform, provided that:

- you do not remove or obscure, by framing or otherwise, any advertisements, copyright notice, or other notices on our Platform.
- your site does not engage in illegal or pornographic activities.
- you discontinue providing links to our Platform immediately upon request by X-Miles.

You acknowledge and agree that X-Miles may modify our Platform in any way and at any time, with or without notice. You further acknowledge and agree that, while X-Miles has attempted to provide accurate information on our Platform, such information may change frequently and in no event will X-Miles be responsible for the accuracy, timeliness, reliability, usefulness, or completeness of any

information, materials, or other content, or that any such information, materials, or other content is the most up-to date. X-Miles does not represent or warrant that our Platform will be error-free, free of viruses or other harmful components.

You may not:

- remove, obscure, or modify any copyright, trademark or other proprietary notices from any portion of our Platform.
- reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our Platform except as expressly permitted by X-Miles.
- decompile, reverse engineer, or disassemble the Sites, Web Portal, and/or Mobile App except as may be permitted by applicable law.
- link to, mirror or frame any portion of our Platform.
- cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of our Platform or that unduly burden or hinder the operation and/or functionality of any aspect of our Platform.
- attempt to gain unauthorized access to or impair any aspect of our Platform or its related systems or networks.
- impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

Third Party Content

X-Miles may advertise certain offerings from third-party providers (“Merchants”) in connection with the Site, Web Portal, or Mobile App. You understand that X-Miles does not operate or control the products or services offered or provided by Merchants and is not responsible for information provided by you to Merchants. All agreements, rules, policies (including privacy policies), and operating procedures of Merchants will apply to you while on any Merchant sites. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. X-Miles is not a party to the transactions entered into between you and any Merchant. X-Miles and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY EVGO, EXPRESSED, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES IS EVGO LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND ANY MERCHANTS, ANY INFORMATION APPEARING ON MERCHANTS’ SITES OR ANY OTHER SITE LINKED TO OUR SITE OR ANY PRODUCTS OR SERVICES OF SUCH MERCHANTS.

Our Platform may contain advertising, sponsorships, or links to other websites. X-Miles is not responsible for the content, accuracy, or opinions express in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by X-Miles. Inclusion of any linked website does not imply approval or endorsement of the linked website by X-Miles. If you decide to access these third-party sites, you do so at your own risk. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Platform is accurate and complies with applicable laws and regulations. X-Miles is not responsible for the illegality or any error, inaccuracy or problem in the advertiser’s or sponsor’s materials

PRICING & PAYMENT

Pricing

X-Miles reserves the right to establish and revise charging rates based on time or usage at any time in X-Miles's sole discretion. Further, you acknowledge and agree that some aspects of pricing are based on certain geographical areas, and, therefore, pricing may vary according to the location of the X-Miles Charging Stations. You may view current pricing on the Mobile App. X-Miles will use reasonable efforts to inform you of material changes in pricing that may apply to you, provided that you will be responsible for charges incurred under your account regardless of your awareness of pricing. All charges paid by you are final and non-refundable, unless otherwise determined by X-Miles.

X-Miles may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the services or the charges applied to you.

Billing & Payment

You may pay for the products using payment methods as displayed during checkout when using our Platform. You must pay the price indicated payable in Malaysia Ringgit. We will email your invoice to you at the billing address when we deliver the products to you. Your invoice will be the proof of purchase.

You understand if you have an unpaid balance to X-Miles and do not make satisfactory payment arrangements, X-Miles reserves the right, to be exercised in X-Miles's sole discretion, to disable your access to our Platform without advanced notice. By the seventh of the following month, X-Miles will thereafter, from time to time in its sole discretion, deactivate your account until your outstanding invoice is paid in full.

Termination

These Terms shall commence upon your use of our Platform and shall continue until terminated.

- We reserve the right to deactivate any accounts which have not been active for at least six (6) months.
- We reserve the right to delete data in deactivated accounts.
- We reserve the right to stop providing our Platform to you or access to the Sites at any time for any reason and without prior notice.
- We reserve the right, in our sole discretion, to close your account, without prior notice, for any one or all of the following: (i) if you breach, whether intentionally or unintentionally, any of these Terms, any supplemental rules and guidelines, any of the terms and conditions of the respective service providers, or any of our rights; (ii) if we receive notice that you or your company will be or are/is subject to insolvency proceedings; (iii) upon our receipt of any third party chargeback associated with any payment method tendered as payment on your account; (iv) if we do not receive a written response from you within 48 hours of any notice sent to you by our abuse department; (v) if, in our judgment, your use of the Sites or our services have the potential to pose any harm to us, any of our affiliates, partners, service providers or customers; (vi) if your account becomes past due and is not paid as set forth in the "Billing & Payment" section of these Terms; (vii) if a hacked script or otherwise compromised website is discovered on our systems at our Platform in use by you; (viii) if an unusual spike in resource usage is detected by our systems resulting in an account far

outstripping the allotted resources; (ix) if you fail to cure any suspension of your account or any individual service, to our satisfaction, and within the time frame we specify; or (x) if, in our judgment, we have received too many complaints about your User Content (where submission of User Content is permitted). In the event of any such closure of your account, you will not be eligible for a refund of any fees and you may be prohibited from reopening your account, opening a new account or accessing any existing account. You agree that we shall not be liable, in any way, for any closure pursuant to this section of the Terms.

- Upon any closure of your account: (i) these Terms and all rights granted under these Terms shall cease immediately (except those expressly surviving or which by their nature would survive); (ii) all access to the Service and your account will cease immediately; (iii) you will be billed for, and we may automatically attempt to collect from your payment method, any outstanding amount owed; and (iv) all of your data will (at our option) be deleted from our servers and backup systems and we may not have or keep backup of the data and User Content. We recommend that you run very regular backups. As well, we also recommend that you ensure you have retrieved all data and User Content and made all necessary backups before submitting any request to close your account or any of the Service. You agree to hold us harmless from and against any and all claims, losses or damages arising from any closure of your account. Any and all sections in these Terms which impose obligations continuing in their nature shall survive closure or otherwise continue to remain in full force and effect even after account closure. You are not permitted to access your account or any of our Platform formerly associated with your account following any closure.

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By submitting material to any public area of the website, you automatically grant, or warrant that the owner of such material has expressly granted X-Miles the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.

Any violation of the Terms will result in the termination of the use and access of our Platform.

LEGAL DISCLAIMER

X-Miles expressly disclaims all liability, to any person, entity, body or organization, for all loss or damage of any kind whatsoever including but not limited to personal injury or death to any person or damages to tangible or intangible property, whether these are attributed to or caused by the use of products and/or services offered under this website or any linked website, whether direct, indirect or consequential, in respect of anything done or omitted to be done, whether wholly or partly, in reliance upon the whole or any part of the contents and/or materials within this website.

All reasonable precautions have been made to ensure that any information provided on this website is free of viruses that may interfere with or damage the operations of your computer systems. X-Miles does not accept any responsibility for, and hereby excludes all forms of liability, to the maximum extent permitted under applicable laws, for loss or damage, caused by or resulting from interference with or damage to your computer systems which occur in connection with use of this website, whether through a computer virus or otherwise howsoever occurring.

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Should any part of this website offer you the opportunity to join in or read from a forum, please be aware that any communications posted on the forum represent the views of the individual who posted such communication and are not to be taken as the views of X-Miles. X-Miles does not accept any responsibility or liability for anything posted on a forum by any user of the forum. You may not use the forum to post, upload, or otherwise transmit information or pictures that are defamatory, a breach of privacy or otherwise unlawful. X-Miles reserves the right to monitor any information transmitted or received through any form. X-Miles, at its sole discretion and without prior notice, may at any time review, remove or otherwise block any materials posted.

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You shall use this website for lawful purposes only. You shall not post or transmit through this website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, constitute an invasion of privacy, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without X-Miles's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by you that in X-Miles's view restricts or inhibits any other user from using or enjoying this website will not be permitted. You shall not use this website to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become yours or other online information services competitive with this website.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence or other tortious behaviour, or under any other cause of action. You specifically acknowledge that X-Miles is not liable for the defamatory, offensive or illegal conduct of others or third parties and that the risk of injury from the foregoing rests entirely with you.

In no event will X-Miles, or any person or entity involved in creating, producing or distributing content on website software be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use this website. You hereby acknowledge that the provisions of this section shall apply to all contents on this website.

In addition to the terms set forth above, neither X-Miles nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within the website, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Neither X-Miles nor its affiliates, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. Additionally, there are no warranties as to the results obtained from the use of the information.

INDEMNIFICATION

You agree to defend and indemnify X-Miles, its affiliates and their respective directors, shareholders, employees, agents or subcontractors from and against all loss, damage, claims or expenses, including attorneys' fees, arising out of the use of the website by you or your account in breach of this Terms and Conditions.

ANTI-SPAM POLICY

We do not allow Spammers in our servers. Please be reminded that by accessing this website you have expressly agreed not to send bulk unsolicited e-mails with commercial messages to other users of this website or the public, or interfere, harass, threaten or abuse other users, and/or post or distribute any obscene, hateful, racially offensive information or materials.