

POWER BOX TECHNOLOGIES LTD

TERMS & CONDITIONS

1. DEFINITIONS

In these Terms & Conditions:

"Power Box" means Power Box Technologies Ltd, its successors, assigns, employees, officers, contractors, agents and authorised representatives.

"Services" means all products, services, applications, websites, QR code systems, payment terminals, charging stations, portable charging devices and associated offerings provided by Power Box.

"Power Bank" means any portable charging device supplied through the Power Box network.

"Station" means any charging station, docking station, charging kiosk or related equipment operated by Power Box.

"Platform" means any website, mobile application, QR code interface, customer portal, payment terminal or future digital service operated by Power Box.

"User" means any person accessing or using the Services.

"Venue Partner" means any venue hosting Power Box equipment.

"Premium Partner" means a participant in the Premium Partner Programme.

"Strategic Partner" means a commercial partner operating under a Strategic Partner Agreement.

"Rental Terms" means the Power Box Rental Terms as amended from time to time.

"Privacy Policy" means the Power Box Privacy Policy.

"Cookie Policy" means the Power Box Cookie Policy.

"Purchase Fee" means any fee disclosed prior to rental which may become payable following a purchase conversion.

2. ACCEPTANCE OF TERMS

These Terms & Conditions govern access to and use of all Services provided by Power Box.

By:

- creating an account;
- renting a Power Bank;
- using a Station;
- accessing a Platform;
- scanning a QR code;
- using a payment terminal;
- otherwise using the Services;

you agree to be legally bound by:

- these Terms & Conditions;
- the Rental Terms;
- the Privacy Policy;
- the Cookie Policy;
- any other applicable Power Box policies.

If you do not agree, you must not use the Services.

3. ABOUT POWER BOX

Power Box Technologies Ltd is a company incorporated in England and Wales.

Company Number: 16480924

Trading Name: Power Box

Registered Office: C/O Stuart McBain Ltd (Accountants) **7 De Havilland Dr, Speke, Liverpool L24 8RN**

Contact Email: admin@powerboxcharging.co.uk

4. ELIGIBILITY

You must be at least eighteen (18) years old to:

- create an account;
- rent a Power Bank;

- use payment-enabled Services;
- access rental functionality.

Power Box reserves the right to refuse Services where eligibility requirements are not satisfied

5. SERVICES PROVIDED

Power Box may provide:

- portable power bank rentals;
- charging station services;
- mobile application services;
- website services;
- QR code access systems;
- payment terminal access;
- customer support;
- loyalty programmes;
- referral programmes;
- advertising-supported services;
- future commercial offerings.

Availability may vary by location.

6. RENTAL SERVICES

Power Box provides temporary access to portable charging devices through participating Stations.

Rental arrangements are governed by:

- these Terms & Conditions; and
- the Rental Terms.

Rental charges, purchase conversion terms and applicable fees shall be disclosed prior to rental commencement.

7. MOBILE APPLICATION SERVICES

Power Box may provide one or more mobile applications.

Users acknowledge:

- application availability may vary;
- updates may be required;
- compatibility may vary between devices;
- features may change over time.

Power Box reserves the right to modify application functionality.

8. WEBSITE SERVICES

Power Box may provide websites and online portals for:

- customer access;
- account management;
- rental management;
- support;
- venue information;
- promotional activities.

Website functionality may be updated from time to time.

9. QR CODE SERVICES

Power Box may permit access to Services through QR codes.

Users acknowledge:

- QR functionality may depend upon third-party devices;
- internet access may be required;
- device compatibility may vary.

Power Box does not guarantee uninterrupted QR functionality.

10. PAYMENT TERMINALS

Power Box may provide payment terminal access.

Terminal transactions may be processed through authorised third-party payment providers.

Additional terms imposed by payment providers may apply.

11. FUTURE SERVICES

Power Box may introduce, modify, suspend or discontinue:

- products;
- services;
- pricing models;
- subscription services;
- loyalty programmes;
- referral programmes;
- advertising services;
- sponsorship opportunities;
- digital offerings;
- technological features.

Power Box shall not be liable for the modification or withdrawal of any feature or service.

12. BUSINESS EVOLUTION

Users acknowledge that Power Box is an evolving business and may develop new commercial, technological and operational offerings.

Nothing in these Terms shall prevent Power Box from:

- launching new products;
- introducing new revenue models;
- implementing new technologies;
- expanding internationally;
- introducing additional commercial partnerships.

Any such developments shall remain subject to applicable law.

13. PRICING

Rental pricing shall be displayed to Users before a rental commences.

Pricing may be displayed through:

- Stations;
- QR code interfaces;
- Mobile applications;
- Websites;

- Payment terminals;

Other authorised access methods.

Pricing may vary based upon:

- location;

- venue;

- promotions;

- events;

- access method;

- commercial arrangements.

The pricing displayed immediately before rental commencement shall apply to that rental.

Power Box reserves the right to amend pricing at any time.

14. PAYMENT PROCESSING

Payments may be processed through authorised third-party payment providers including, but not limited to:

- Stripe;

- card processors;

- digital wallet providers;

- mobile payment providers.

Users authorise Power Box and its payment providers to:

- collect rental charges;

- collect purchase charges;

- collect applicable fees;

- place pre-authorisation holds;

- recover unpaid balances;

- process refunds where applicable.

Power Box does not store full payment card numbers or card security codes.

15. PRE-AUTHORISATION HOLDS

Power Box may place a pre-authorisation hold of up to £30 (or such other amount as disclosed prior to rental) on a User's payment method before releasing a Power Bank.

The amount of any hold shall be disclosed before rental commencement where reasonably practicable.

Users acknowledge:

- authorisation holds are not charges;
- holds may temporarily reduce available funds;
- release timing may depend on the payment provider or card issuer.

Power Box shall not be responsible for delays caused by financial institutions or payment providers in releasing authorised funds.

16. RENTAL CHARGES

Rental charges shall accrue in accordance with:

- displayed pricing;
- Rental Terms;
- applicable promotional arrangements.

Charges may include:

- rental fees;
- time-based charges;
- service fees where applicable.

All charges shall be disclosed in accordance with applicable law.

17. PURCHASE CONVERSION

Where a Power Bank is not returned within forty-seven (47) hours, Power Box may treat the Power Bank as purchased and may charge the applicable purchase fee using the payment method authorised by the User.

Upon purchase conversion:

- the applicable purchase fee may become payable;
- rental charges accrued before conversion may remain payable;
- ownership of the Power Bank shall transfer only upon successful collection of the applicable purchase fee.

Power Box reserves the right to amend purchase pricing from time to time.

Current purchase conversion periods and charges shall be disclosed before rental commencement.

18. FAILED PAYMENTS

Where a payment fails, Power Box may:

- retry payment collection;
- place restrictions on the User's account;
- suspend access to Services;
- recover outstanding balances;
- initiate debt recovery procedures.

Power Box reserves the right to recover reasonable costs incurred in collecting legitimate debts where permitted by law.

19. PAYMENT DISPUTES

Users who believe a payment has been charged incorrectly should contact Power Box before initiating a chargeback or payment dispute.

Power Box shall investigate payment disputes using available records including:

- rental logs;
- return logs;
- station logs;
- transaction records;
- customer communications.

Power Box may issue refunds, credits or other remedies where appropriate.

20. CHARGEBACKS

Where a User initiates a chargeback:

Power Box may:

- investigate the claim;
- contest the chargeback;
- submit evidence to the payment provider;
- suspend access to Services during investigation.

Power Box reserves the right to recover:

- legitimate charges;
- chargeback fees;
- administrative costs;
- other recoverable losses arising from fraudulent or unjustified chargebacks.

Nothing in this section affects any rights a User may have under applicable law.

21. FRAUD PREVENTION

Power Box reserves the right to monitor transactions for:

- fraud;
- abuse;
- suspicious activity;
- unusual usage patterns;
- payment irregularities.

Power Box may:

- suspend accounts;
- block payment methods;
- refuse transactions;
- restrict access;
- report suspicious activity to relevant authorities.

Power Box may share information with:

- payment providers;
- fraud prevention agencies;
- law enforcement authorities;
- regulatory bodies;
- where lawful and appropriate.

22. DEBT RECOVERY

Where sums remain unpaid, Power Box may pursue recovery through:

- internal collection procedures;
- debt collection agencies;

- legal proceedings;
- alternative dispute resolution processes.

Users remain responsible for all valid charges incurred through use of the Services.

23. TAXES

Prices may be displayed inclusive or exclusive of taxes where permitted by law.

Where VAT or other taxes apply, such taxes may be included in the total amount payable.

Users remain responsible for any taxes imposed upon them under applicable law.

24. PROMOTIONS, CREDITS AND VOUCHERS

Power Box may issue:

- promotional codes;
- discounts;
- vouchers;
- loyalty credits;
- referral rewards.

Promotional benefits:

- have no cash value unless expressly stated;
- may be withdrawn or amended;
- may be cancelled where abuse is suspected.

Power Box reserves the right to invalidate promotions obtained through:

- fraud;
- manipulation;
- multiple account creation;
- misuse of promotional systems.

25. ACCOUNT CREATION

Certain Services may require the creation of a User account.

Users agree to:

- provide accurate information;

- maintain accurate information;
- promptly update information where it changes;
- use only information belonging to them.

Power Box reserves the right to refuse account creation at its sole discretion where permitted by law.

26. ACCOUNT OWNERSHIP

Each account is personal to the registered User.

Users may not:

- sell accounts;
- transfer accounts;
- share accounts;
- allow third parties to use accounts;
- create accounts on behalf of others without authority.

Power Box reserves the right to suspend or terminate accounts where unauthorised use is suspected.

27. ACCOUNT SECURITY

Users are responsible for maintaining the confidentiality of:

- passwords;
- login credentials;
- verification codes;
- authentication methods.

Users shall take reasonable steps to prevent unauthorised access.

Any suspected compromise must be reported to Power Box without undue delay.

28. MULTI-FACTOR AUTHENTICATION

Power Box may require:

- email verification;
- telephone verification;
- multi-factor authentication;
- identity verification;

for security, fraud prevention or regulatory compliance purposes.

Users agree to cooperate with such measures where reasonably requested.

29. IDENTITY VERIFICATION

Power Box may request additional information to verify a User's identity where:

- fraud is suspected;
- unusual activity is detected;
- payment disputes arise;
- legal obligations require verification.

Failure to provide requested verification may result in restricted access to Services.

30. ACCOUNT ACTIVITY

Users remain responsible for activity occurring through their account unless they can demonstrate unauthorised access beyond their reasonable control.

Power Box may rely upon activity recorded through a User's account when:

- investigating disputes;
- reviewing fraud concerns;
- reviewing chargebacks;
- reviewing customer complaints.

31. ACCOUNT SUSPENSION

Power Box may suspend an account immediately where:

- fraud is suspected;
- abuse is suspected;
- unlawful activity is suspected;
- false information has been supplied;
- payment disputes remain unresolved;
- these Terms are breached;
- security concerns arise.

Suspension may occur without prior notice where reasonably necessary.

32. ACCOUNT TERMINATION BY USER

Users may request account closure by contacting: admin@powerboxcharging.co.uk

Power Box may retain information following closure where required for:

- legal obligations;
- fraud prevention;
- accounting requirements;
- dispute resolution;
- regulatory compliance.

Retention shall be governed by the Privacy Policy and Data Retention Policy.

33. ACCOUNT TERMINATION BY POWER BOX

Power Box may terminate accounts where:

- serious breaches occur;
- repeated breaches occur;
- fraud is established;
- unlawful conduct is established;
- continued access presents unacceptable risk.

Termination shall not affect:

- outstanding payment obligations;
- accrued charges;
- rights existing before termination.

34. MULTIPLE ACCOUNTS

Users must not create multiple accounts for the purpose of:

- obtaining repeated promotional benefits;
- avoiding payment obligations;
- circumventing restrictions;
- engaging in fraud.

Power Box reserves the right to merge, suspend or terminate accounts where such activity is identified.

35. INACTIVE ACCOUNTS

Power Box may deactivate or archive inactive accounts after prolonged periods of inactivity.

Reasonable efforts may be made to notify Users before permanent deletion where appropriate.

Data retention obligations shall continue to apply.

36. ACCOUNT RECOVERY

Power Box may offer account recovery procedures.

Users may be required to provide:

- email verification;
- telephone verification;
- proof of identity;
- other reasonable evidence.

Power Box shall not be liable for delays caused by inability to verify account ownership.

37. SECURITY MONITORING

Power Box may monitor account activity for:

- fraud prevention;
- security purposes;
- system integrity;
- regulatory compliance.

Monitoring may include:

- login history;
- device identifiers;
- IP addresses;
- transaction history;
- usage patterns.

Such monitoring shall be conducted in accordance with applicable data protection laws.

38. NO GUARANTEE OF ACCOUNT AVAILABILITY

Power Box does not guarantee uninterrupted access to any account.

Access may be restricted due to:

- maintenance;
- security incidents;
- technical issues;
- fraud investigations;
- third-party service failures.

39. ACCEPTABLE USE

Users must use the Services lawfully, responsibly and in accordance with:

- (a) these Terms & Conditions;
- (b) the Rental Terms;
- (c) applicable laws and regulations;
- (d) any instructions provided by Power Box.

Users must not use the Services in any manner that may damage, disrupt or adversely affect Power Box, its equipment, systems, customers or partners.

40. EQUIPMENT USE

Users shall:

- (a) use Power Banks in accordance with manufacturer instructions;
- (b) use Stations only for their intended purpose;
- (c) take reasonable care of rented equipment;
- (d) return Power Banks within the applicable rental period;
- (e) immediately cease use if equipment appears damaged or unsafe.

Users remain responsible for rented equipment until successfully returned and recorded by the Power Box system.

41. PROHIBITED ACTIVITIES

Users must not:

- (a) damage any Power Bank;
- (b) damage any Station;
- (c) remove components from equipment;
- (d) interfere with charging systems;

- (e) interfere with payment systems;
- (f) tamper with terminals;
- (g) obstruct access to Stations;
- (h) use equipment for unlawful purposes;
- (i) misuse promotional offers;
- (j) engage in fraudulent activity.

42. TAMPERING

Users must not:

- (a) open any Power Bank;
- (b) dismantle any Power Bank;
- (c) modify any Power Bank;
- (d) modify any Station;
- (e) alter QR codes;
- (f) alter serial numbers;
- (g) remove safety labels;
- (h) bypass technical controls.

Any such activity may result in:

- (i) account suspension;
- (j) account termination;
- (k) recovery of losses;
- (l) legal action.

43. MISUSE OF DIGITAL SERVICES

Users must not:

- (a) attempt unauthorised access;
- (b) interfere with system operation;
- (c) upload malicious software;
- (d) introduce viruses;
- (e) engage in phishing activity;

- (f) test system vulnerabilities without authorisation;
- (g) interfere with security measures.

44. DATA SCRAPING AND AUTOMATION

Users must not without prior written consent:

- (a) scrape information;
- (b) harvest data;
- (c) copy databases;
- (d) mirror websites;
- (e) use automated bots;
- (f) use automated collection tools;
- (g) extract customer information;
- (h) extract venue information.

45. PROMOTIONAL ABUSE

Users must not:

- (a) create multiple accounts to obtain promotional benefits;
- (b) create false referrals;
- (c) manipulate loyalty schemes;
- (d) exploit software errors;
- (e) engage in artificial transactions.

Power Box may cancel any promotional benefits obtained through abuse.

46. ADVERTISING SYSTEMS

Users must not:

- (a) interfere with advertising content;
- (b) remove advertising content;
- (c) alter advertising displays;
- (d) obstruct advertising screens;
- (e) claim ownership of advertising inventory.

All advertising rights remain the exclusive property of Power Box unless expressly agreed otherwise in writing.

47. VENUE CONDUCT

Users must not:

- (a) harass Venue Partner staff;
- (b) interfere with venue operations;
- (c) damage venue property;
- (d) create unreasonable disruption.

Power Box reserves the right to suspend access where venue-related misconduct occurs.

48. SAFETY REQUIREMENTS

Users must not:

- (a) expose Power Banks to open flames;
- (b) puncture batteries;
- (c) intentionally damage batteries;
- (d) use visibly damaged equipment;
- (e) use equipment in a dangerous manner.

Any safety incident should be reported immediately to Power Box.

49. FRAUD PREVENTION

Power Box reserves the right to investigate:

- (a) unusual transactions;
- (b) repeated payment failures;
- (c) suspicious account activity;
- (d) repeated chargebacks;
- (e) identity concerns;
- (f) unusual rental patterns.

Power Box may restrict access while investigations are ongoing.

50. REPORTING MISUSE

Users are encouraged to report:

- (a) damaged equipment;
- (b) suspicious activity;
- (c) fraud;
- (d) vandalism;
- (e) safety concerns.

Reports may be submitted to: admin@powerboxcharging.co.uk

51. CONSEQUENCES OF BREACH

Where a User breaches this Part 5, Power Box may:

- (a) suspend the User's account;
- (b) terminate the User's account;
- (c) restrict access to Services;
- (d) recover losses;
- (e) cancel promotional benefits;
- (f) pursue legal remedies.

Power Box reserves all rights available under applicable law.

52. NO WAIVER

Failure by Power Box to enforce any provision of these Terms shall not constitute a waiver of its rights.

Power Box may enforce its rights at any time.

53. OWNERSHIP OF EQUIPMENT

All Stations, Power Banks, charging equipment, terminals, accessories, replacement units and associated hardware supplied through the Power Box network remain the exclusive property of Power Box unless expressly agreed otherwise in writing.

No ownership rights are transferred to Users, Venue Partners, Premium Partners or Strategic Partners through use of the Services.

54. OWNERSHIP OF SOFTWARE AND DIGITAL PLATFORMS

Power Box retains exclusive ownership of:

- (a) mobile applications;
- (b) websites;

- (c) QR code systems;
- (d) customer portals;
- (e) administrative systems;
- (f) software platforms;
- (g) databases;
- (h) APIs;
- (i) future digital services.

Nothing in these Terms grants ownership rights in any software or digital platform.

55. TRADE MARKS AND BRANDING

All rights relating to:

- (a) Power Box;
- (b) Power Box Technologies Ltd;
- (c) logos;
- (d) branding;
- (e) slogans;
- (f) marketing materials;
- (g) designs;
- (h) trade marks;

remain the exclusive property of Power Box or its licensors.

Users may not use Power Box branding without prior written consent.

56. CUSTOMER RELATIONSHIPS

All customers using the Services shall remain customers of Power Box.

Nothing in these Terms shall grant any third party ownership of:

- (a) customer relationships;
- (b) customer accounts;
- (c) customer records;
- (d) customer databases;
- (e) customer communications.

57. CUSTOMER DATA

Subject to applicable data protection laws, all customer data collected through the Services shall be controlled by Power Box.

Nothing in these Terms grants ownership rights over customer data to:

- (a) Venue Partners;
- (b) Premium Partners;
- (c) Strategic Partners;
- (d) advertisers;
- (e) third-party service providers.

58. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights associated with the Services remain vested in Power Box or its licensors.

Such rights include:

- (a) copyright;
- (b) database rights;
- (c) design rights;
- (d) patents;
- (e) trade marks;
- (f) know-how;
- (g) proprietary information;
- (h) confidential information.

59. RESTRICTIONS

Users shall not:

- (a) copy software;
- (b) reverse engineer software;
- (c) decompile software;
- (d) reproduce content;
- (e) create derivative works;
- (f) remove ownership notices;

(g) exploit Power Box intellectual property.

Except where permitted by law.

60. ADVERTISING RIGHTS

Power Box retains exclusive ownership and control of all advertising inventory associated with:

- (a) Stations;
- (b) Power Banks;
- (c) applications;
- (d) websites;
- (e) QR systems;
- (f) payment terminals;
- (g) customer portals;
- (h) future digital platforms.

Advertising revenue, sponsorship revenue and media revenue generated through the Power Box network shall belong exclusively to Power Box unless expressly stated otherwise in a written agreement.

No person shall acquire advertising rights unless expressly granted in writing by Power Box.

61. SCREEN ADVERTISING

Where Stations contain display screens, all screen advertising inventory remains the exclusive property of Power Box.

Power Box may display:

- (a) commercial advertising;
- (b) sponsorship content;
- (c) promotional campaigns;
- (d) venue promotions;
- (e) public information notices;
- (f) Power Box marketing;
- (g) third-party advertising.

62. SPONSORSHIP RIGHTS

Power Box retains exclusive ownership of sponsorship opportunities associated with its network, including:

- (a) station sponsorships;
- (b) venue sponsorships;
- (c) event sponsorships;
- (d) app sponsorships;
- (e) website sponsorships;
- (f) promotional partnerships.

63. MEDIA RIGHTS

Power Box retains exclusive ownership of all media and promotional rights associated with the network including:

- (a) photographs;
- (b) videos;
- (c) campaign content;
- (d) promotional materials;
- (e) marketing assets;
- (f) media placements.

64. FUTURE COMMERCIAL SERVICES

Power Box may introduce future commercial services including:

- (a) advertising programmes;
- (b) sponsorship programmes;
- (c) subscription services;
- (d) loyalty schemes;
- (e) referral programmes;
- (f) data reporting services;
- (g) commercial partnerships.

All such rights remain vested in Power Box unless expressly assigned in writing.

65. APPOINTMENT OF SALES AGENTS

Power Box may appoint third-party advertising agencies, media companies, brokers, consultants or sales agents to market and sell advertising inventory on its behalf.

Any such appointment shall not transfer ownership of:

- (a) advertising inventory;
- (b) customer relationships;
- (c) intellectual property;
- (d) network assets.

66. AGGREGATED AND ANONYMISED ANALYTICS

Power Box may use aggregated and anonymised information generated through operation of the network for:

- (a) service improvement;
- (b) operational planning;
- (c) commercial reporting;
- (d) advertising measurement;
- (e) business intelligence;
- (f) network optimisation.

Such information shall not identify individual users.

67. VENUE RIGHTS

Venue Partners shall receive only those rights expressly granted within:

- (a) their Agreement;
- (b) Schedule 1 Commercial Terms.

No additional rights shall be implied.

68. PREMIUM PARTNER RIGHTS

Premium Partners shall receive only those rights expressly granted within:

- (a) the Premium Partner Programme Agreement;
- (b) Schedule 1 Commercial Terms.

Payment of any joining fee does not create ownership rights.

69. STRATEGIC PARTNER RIGHTS

Strategic Partners shall receive only those rights expressly granted within:

- (a) the Strategic Partner Agreement;
- (b) Schedule 1 Commercial Terms.

No ownership rights shall arise through deployment of equipment.

70. RESERVATION OF RIGHTS

All rights not expressly granted under these Terms are reserved by Power Box.

Nothing in these Terms shall operate as an assignment, transfer or licence of ownership rights unless expressly stated in writing.

71. PRIVACY COMMITMENT

Power Box is committed to protecting the privacy and security of personal information.

Personal information shall be processed in accordance with:

- (a) UK GDPR;
- (b) the Data Protection Act 2018;
- (c) the Power Box Privacy Policy;
- (d) applicable data protection legislation.

72. PRIVACY POLICY

The Power Box Privacy Policy forms part of these Terms.

The Privacy Policy explains:

- (a) what information is collected;
- (b) how information is used;
- (c) how information is stored;
- (d) how information is shared;
- (e) individual rights;
- (f) retention periods.

Users should review the Privacy Policy carefully.

73. INFORMATION COLLECTED

Power Box may collect information including:

- (a) name;
- (b) email address;

- (c) telephone number;
- (d) account information;
- (e) rental history;
- (f) payment information;
- (g) support communications;
- (h) device information;
- (i) location information where permitted;
- (j) technical information.

Collection shall be limited to information reasonably required for operation of the Services.

74. PAYMENT INFORMATION

Payment transactions may be processed through authorised third-party payment providers.

Power Box does not store:

- (a) full payment card numbers;
- (b) card security codes;
- (c) full banking credentials.

Power Box may retain transaction references and payment status information.

75. PURPOSES OF PROCESSING

Power Box may process information for:

- (a) providing Services;
- (b) processing rentals;
- (c) processing payments;
- (d) fraud prevention;
- (e) customer support;
- (f) security monitoring;
- (g) legal compliance;
- (h) service improvement;
- (i) operational management;

(j) marketing where permitted.

76. LEGAL BASIS FOR PROCESSING

Personal information may be processed on one or more of the following grounds:

- (a) performance of a contract;
- (b) legitimate interests;
- (c) legal obligations;
- (d) consent;
- (e) protection of vital interests where applicable.

77. FRAUD PREVENTION

Power Box may process information for:

- (a) fraud prevention;
- (b) chargeback defence;
- (c) identity verification;
- (d) account security;
- (e) network protection.

Such processing may include automated monitoring and risk assessment.

78. COOKIES AND SIMILAR TECHNOLOGIES

Power Box may use:

- (a) cookies;
- (b) analytics technologies;
- (c) device identifiers;
- (d) software development kits (SDKs);
- (e) local storage technologies.

Further information is available within the Cookie Policy.

79. LOCATION INFORMATION

Where location functionality is enabled, Power Box may process location information for:

- (a) displaying nearby Stations;

- (b) improving Services;
- (c) supporting rentals;
- (d) fraud prevention;
- (e) customer support.

Users may be able to disable location permissions through device settings.

80. MARKETING COMMUNICATIONS

Power Box may send:

- (a) service updates;
- (b) promotions;
- (c) discounts;
- (d) product announcements;
- (e) operational notices.

Where consent is required by law, Power Box shall obtain such consent before sending marketing communications.

Users may withdraw consent at any time.

81. INFORMATION SHARING

Power Box may share information with:

- (a) payment providers;
- (b) software providers;
- (c) hosting providers;
- (d) telecommunications providers;
- (e) professional advisers;
- (f) insurers;
- (g) regulatory authorities;
- (h) law enforcement agencies;
- (i) other service providers reasonably required for operation of the Services.

Information shall only be shared where lawful and appropriate.

82. INTERNATIONAL TRANSFERS

Certain suppliers and service providers may process information outside the United Kingdom.

Where international transfers occur, Power Box shall implement appropriate safeguards including, where required:

- (a) International Data Transfer Agreements (IDTAs);
- (b) Standard Contractual Clauses;
- (c) other lawful transfer mechanisms.

83. THIRD-PARTY SERVICE PROVIDERS

Power Box may utilise third-party service providers including:

- (a) software providers;
- (b) payment providers;
- (c) hosting providers;
- (d) mapping providers;
- (e) analytics providers.

Power Box shall take reasonable steps to select reputable providers but shall not be responsible for matters outside its reasonable control.

84. DATA RETENTION

Personal information shall be retained only for as long as reasonably necessary.

Retention periods shall be governed by:

- (a) legal obligations;
- (b) accounting requirements;
- (c) fraud prevention requirements;
- (d) operational requirements;
- (e) the Data Retention Policy.

85. SECURITY

Power Box shall implement reasonable technical and organisational measures designed to protect information against:

- (a) unauthorised access;
- (b) unauthorised disclosure;

- (c) loss;
- (d) theft;
- (e) destruction;
- (f) alteration.

No system can guarantee absolute security.

86. DATA BREACHES

Where a personal data breach occurs, Power Box shall respond in accordance with:

- (a) applicable law;
- (b) the Data Breach Response Procedure.

Power Box may notify affected individuals and regulators where required.

87. USER RIGHTS

Subject to applicable law, Users may have rights including:

- (a) access;
- (b) correction;
- (c) erasure;
- (d) restriction;
- (e) portability;
- (f) objection;
- (g) withdrawal of consent.

Requests may be submitted to: admin@powerboxcharging.co.uk

88. SUBJECT ACCESS REQUESTS

Requests for personal information may be made in accordance with UK GDPR.

Power Box may request reasonable proof of identity before disclosing information.

89. CHILDREN'S PRIVACY

The Services are intended for persons aged eighteen (18) years and over.

Power Box does not knowingly provide Services to children.

90. COMPLAINTS

Users who have privacy concerns should contact: admin@powerboxcharging.co.uk

Users may also have the right to complain to the Information Commissioner's Office (ICO).

91. ANONYMISED INFORMATION

Power Box may use anonymised and aggregated information for:

- (a) business analysis;
- (b) operational planning;
- (c) service improvement;
- (d) network optimisation;
- (e) advertising measurement;
- (f) commercial reporting.

Such information shall not identify individual Users.

92. CHANGES TO PRIVACY PRACTICES

Power Box may update its privacy practices from time to time.

Updated information shall be reflected in the Privacy Policy and related documents where appropriate.

93. SERVICES PROVIDED "AS AVAILABLE"

The Services are provided on an "as available" and "as provided" basis.

To the fullest extent permitted by law, Power Box makes no representation, warranty or guarantee that:

- (a) the Services will be uninterrupted;
- (b) the Services will be error-free;
- (c) all Stations will be available at all times;
- (d) all Power Banks will be available at all times;
- (e) all charging functions will operate without interruption;
- (f) all digital services will remain continuously available.

94. NO GUARANTEE OF AVAILABILITY

Power Box does not guarantee:

- (a) availability of any particular Station;
- (b) availability of any particular Power Bank;

- (c) availability of any venue location;
- (d) availability of any application feature;
- (e) availability of any future service.

Availability may be affected by:

- (i) maintenance;
- (ii) technical failures;
- (iii) third-party failures;
- (iv) connectivity issues;
- (v) force majeure events.

95. DEVICE COMPATIBILITY

Power Box does not guarantee compatibility with all devices.

Users are responsible for ensuring their devices are capable of using:

- (a) charging cables supplied;
- (b) charging outputs supplied;
- (c) applications used to access the Services.

96. USER RESPONSIBILITY

Users are responsible for:

- (a) complying with these Terms;
- (b) complying with Rental Terms;
- (c) using equipment safely;
- (d) protecting their account credentials;
- (e) ensuring payment methods remain valid.

97. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Power Box shall not be liable for:

- (a) indirect losses;
- (b) consequential losses;
- (c) special losses;
- (d) punitive losses;

- (e) loss of profits;
- (f) loss of revenue;
- (g) loss of business;
- (h) loss of opportunity;
- (i) loss of goodwill;
- (j) loss of anticipated savings;
- (k) loss of data;
- (l) business interruption.

98. MAXIMUM LIABILITY

Subject to applicable law, Power Box's total aggregate liability arising from or relating to the Services shall not exceed the greater of:

- (a) the total amount paid by the User to Power Box during the preceding twelve (12) months; or
- (b) £100.

99. LIABILITY THAT CANNOT BE EXCLUDED

Nothing in these Terms excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability which cannot lawfully be excluded or limited.

100. THIRD-PARTY SERVICES

Power Box shall not be liable for failures caused by third-party providers including:

- (a) payment processors;
- (b) telecommunications providers;
- (c) internet providers;
- (d) hosting providers;
- (e) software providers;
- (f) mapping providers;
- (g) app stores.

Where such matters are outside the reasonable control of Power Box.

101. CUSTOMER EQUIPMENT

Power Box shall not be liable for:

- (a) device incompatibility;
- (b) defective customer devices;
- (c) defective charging ports;
- (d) pre-existing battery issues;
- (e) software faults on customer devices;
- (f) operating system issues.

102. VENUE PARTNERS

Venue Partners host equipment on behalf of Power Box.

Venue Partners are not responsible for:

- (a) rental disputes;
- (b) payment disputes;
- (c) refund requests;
- (d) customer account issues;
- (e) software issues;
- (f) charging issues;
- (g) technical failures.

Claims relating to the Services should be directed to Power Box.

103. INDEMNITY BY USERS

Users agree to indemnify and hold harmless Power Box from losses, claims, damages, liabilities, costs and expenses arising from:

- (a) breaches of these Terms;
- (b) unlawful conduct;
- (c) misuse of equipment;
- (d) misuse of Services;
- (e) fraud;
- (f) deliberate damage.

To the extent permitted by law.

104. FORCE MAJEURE

Power Box shall not be liable for delay, interruption or failure resulting from events beyond its reasonable control including:

- (a) natural disasters;
- (b) fire;
- (c) flood;
- (d) war;
- (e) terrorism;
- (f) civil unrest;
- (g) strikes;
- (h) telecommunications failures;
- (i) internet failures;
- (j) power failures;
- (k) cyber attacks;
- (l) government action.

105. INSURANCE

Power Box may maintain insurance policies appropriate to its business operations.

Nothing in these Terms creates a direct right for Users to make claims under any insurance policy maintained by Power Box.

106. NO WAIVER

Failure by Power Box to enforce any provision of these Terms shall not constitute a waiver of any right or remedy.

107. SURVIVAL

The following provisions shall survive termination:

- (a) payment obligations;
- (b) intellectual property rights;
- (c) confidentiality obligations;
- (d) indemnities;

- (e) limitations of liability;
- (f) dispute resolution provisions;
- (g) data protection obligations where applicable.

108. SUSPENSION OF SERVICES

Power Box may suspend access to any part of the Services where reasonably necessary including where:

- (a) maintenance is required;
- (b) security concerns arise;
- (c) fraud is suspected;
- (d) payment issues exist;
- (e) legal obligations require suspension;
- (f) these Terms are breached.

Power Box shall endeavour to restore Services as soon as reasonably practicable.

109. TERMINATION BY USERS

Users may cease using the Services at any time.

Where a User account exists, closure requests may be submitted to:
admin@powerboxcharging.co.uk

Termination shall not affect:

- (a) accrued charges;
- (b) outstanding liabilities;
- (c) completed transactions;
- (d) rights existing before termination.

110. TERMINATION BY POWER BOX

Power Box may suspend or terminate access where:

- (a) these Terms are breached;
- (b) fraud is suspected;
- (c) unlawful activity is suspected;
- (d) payment obligations remain unpaid;
- (e) security concerns arise;

(f) continued access presents unacceptable risk.

Power Box may act immediately where reasonably necessary.

111. CHANGES TO SERVICES

Power Box reserves the right to:

- (a) modify Services;
- (b) add Services;
- (c) remove Services;
- (d) modify features;
- (e) modify functionality;
- (f) discontinue Services.

Nothing in these Terms guarantees continued availability of any particular Service.

112. CHANGES TO TERMS

Power Box may amend these Terms from time to time.

Updated versions may be published through:

- (a) websites;
- (b) applications;
- (c) customer portals;
- (d) other appropriate channels.

Continued use of the Services following publication shall constitute acceptance of the revised Terms.

113. NOTICES

Power Box may provide notices through:

- (a) email;
- (b) websites;
- (c) mobile applications;
- (d) customer portals;
- (e) other reasonable communication methods.

Users are responsible for maintaining current contact information.

114. ELECTRONIC COMMUNICATIONS

Users agree that communications may be provided electronically.

Electronic communications shall satisfy any legal requirement that communications be in writing where permitted by law.

115. ASSIGNMENT

Power Box may assign, transfer, subcontract or otherwise deal with its rights and obligations under these Terms.

Users may not assign or transfer their rights or obligations without prior written consent from Power Box.

116. THIRD-PARTY RIGHTS

Except where expressly stated, no person who is not a party to these Terms shall have any right to enforce any provision under the Contracts (Rights of Third Parties) Act 1999.

Venue Partners, Premium Partners and Strategic Partners may rely upon provisions specifically intended for their benefit where applicable.

117. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid or unenforceable:

- (a) that provision shall be modified to the minimum extent necessary; or
- (b) severed where modification is not possible.

The remaining provisions shall remain in full force and effect.

118. ENTIRE AGREEMENT

These Terms, together with:

- (a) Rental Terms;
- (b) Privacy Policy;
- (c) Cookie Policy;
- (d) Refund Policy;
- (e) Acceptable Use Policy;
- (f) any other applicable Power Box policies;

constitute the entire agreement between Power Box and the User regarding the Services.

119. RELATIONSHIP OF THE PARTIES

Nothing in these Terms shall create:

- (a) a partnership;
 - (b) a joint venture;
 - (c) an agency relationship;
 - (d) an employment relationship;
- between Power Box and any User.

120. RECORDS AND EVIDENCE

Users agree that Power Box may rely upon:

- (a) system records;
- (b) transaction records;
- (c) rental logs;
- (d) return logs;
- (e) payment records;
- (f) communication records;

In the absence of manifest error, Power Box system records, rental logs, return logs, transaction records and platform records shall constitute prima facie evidence of use of the Services.

121. COMPLAINTS

Users who wish to submit complaints may contact: admin@powerboxcharging.co.uk

Complaints shall be handled in accordance with the Customer Complaint Handling Procedure.

122. DISPUTE RESOLUTION

Before commencing legal proceedings, the parties should seek to resolve disputes through reasonable communication where appropriate.

Nothing in this section prevents either party from seeking urgent legal remedies where necessary.

123. CONSUMER RIGHTS CLAUSE

Nothing in these Terms and Conditions shall limit or exclude any rights that a consumer may have under applicable consumer protection legislation.

124. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

125. JURISDICTION

The courts of England and Wales shall have exclusive jurisdiction over disputes arising out of or in connection with these Terms, except where applicable consumer protection laws provide otherwise.

126. CONTACT DETAILS

Power Box Technologies Ltd

Email: admin@powerboxcharging.co.uk

Website: www.powerboxcharging.co.uk

Registered Office: Power Box Technologies Ltd C/O Stuart McBain Ltd (Accountants) **7 De Havilland Dr, Speke, Liverpool L24 8RN**

127. EFFECTIVE DATE

These Terms & Conditions take effect on the date published by Power Box and remain in force until replaced by an updated version.