

EVO BY DIMO

EV CHARGING APPLICATION

TERMS AND CONDITIONS OF USE

Last Updated: [●]

DIMO (Private) Limited

No. 65, Jetawana Road, Colombo 14, Sri Lanka

Company Registration No. PV 2317

IMPORTANT – PLEASE READ CAREFULLY: These Terms and Conditions constitute a legally binding agreement between you and DIMO (Private) Limited. By registering for, accessing, or using the EVO BY DIMO application or any related services, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree, you must immediately discontinue all use of the application and services.

1. INTRODUCTION AND OVERVIEW

These Terms and Conditions of Use ("Terms" or "Agreement") govern your access to and use of the EVO BY DIMO EV Charging Application, including its related software, charging services, websites, user interfaces, content, and associated platforms (collectively, the "Services").

This Agreement is entered into between:

DIMO (Private) Limited, a company duly incorporated under the laws of Sri Lanka, bearing company registration No. PV 2317, with its registered office at No. 65, Jetawana Road, Colombo 14, Sri Lanka ("DIMO", "we", "us", or "our");

AND

Any individual or entity who accesses, registers for, or uses the Services made available through the EVO BY DIMO application ("User", "you", or "your").

DIMO and you may each be referred to individually as a "Party" and collectively as the "Parties".

This Agreement, together with the EVO BY DIMO Privacy Notice and any other policies, guidelines, or supplementary terms published by DIMO from time to time, collectively govern your access to and use of the Services. In the event of any conflict between these Terms and any supplementary terms, these Terms shall prevail unless the supplementary terms expressly state otherwise.

2. DEFINITIONS

In this Agreement, the following terms shall have the meanings set out below:

"App" means the EVO BY DIMO mobile and/or web application and all associated software, interfaces, and platforms made available by DIMO.

"Charging Session" means a single continuous period during which an EV is connected to a Charging Station and receives electrical energy through the Services.

"Charging Station" means any EV charging point or infrastructure accessible through the App.

"EV" means an electric vehicle owned or operated by you and registered on the App.

"Intellectual Property Rights" means all intellectual property and proprietary rights worldwide, whether registered or unregistered, including copyrights and related rights, database rights, trade secrets, confidential information, know-how, business names, trade names, trademarks, service marks, rights in designs, patents, utility models, semiconductor topography rights, and all applications and rights to apply for any of the foregoing.

"Personal Data" means any information relating to an identified or identifiable natural person as defined under the Sri Lanka Personal Data Protection Act, No. 9 of 2022 and any applicable successor legislation.

"Privacy Notice" means the EVO BY DIMO Privacy Notice, as updated from time to time, accessible through the App or DIMO's website.

"Services" means all services provided by DIMO through the App, including without limitation the ability to locate Charging Stations, initiate and manage Charging Sessions, process payments, monitor charging activity, and access related EV charging support.

3. ACCEPTANCE OF TERMS

By registering for, accessing, or using the App or Services, you:

- acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety;
- confirm that you are of legal age and possess the legal capacity to enter into a binding agreement under the laws of your jurisdiction;
- represent that if you are accessing the Services on behalf of a company or other legal entity, you have the authority to bind that entity to this Agreement; and
- agree that DIMO may communicate with you electronically in connection with this Agreement and the Services, including by email, push notification, or in-App messaging.

Subject to your ongoing compliance with this Agreement, DIMO grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the App and Services for your personal, non-commercial purposes, unless separately agreed in writing with DIMO.

4. SCOPE OF SERVICES

The Services may include, without limitation:

- user portals, mobile applications, software, content, and user interfaces;
- tools enabling you to locate and navigate to available Charging Stations;
- functionality to initiate, monitor, manage, and terminate Charging Sessions;
- payment processing capabilities for Charging Sessions and related fees;
- access to your charging history, usage data, and account information; and
- customer support and assistance related to EV charging services.

DIMO reserves the right to modify, update, expand, or discontinue any aspect of the Services at any time. Where a material change would significantly affect your use of the Services, DIMO will use reasonable efforts to provide advance notice through appropriate communication channels.

5. USER ACCOUNT AND REGISTRATION

5.1 Account Creation

To access certain features of the Services, you must register for a EVO BY DIMO account. When registering, you agree to provide accurate, current, and complete information and to maintain and promptly update such information to keep it accurate, current, and complete.

5.2 Account Security

You are responsible for:

- maintaining the confidentiality and security of your account credentials, including your username, password, and any authentication methods;
- ensuring that all Charging Sessions initiated through your account are authorised by you;
- all activity occurring under your account, whether or not authorised by you;
- ensuring that your devices used to access the Services are adequately secured; and
- not sharing, transferring, or permitting any third party to use your account unless expressly authorised by DIMO in writing.

5.3 Reporting Unauthorised Access

You must notify DIMO immediately if you suspect or become aware of any unauthorised access to or use of your account, charging credentials, or related devices. DIMO reserves the right to suspend, restrict, or block access to the Services where unauthorised use, misuse, fraud, or security concerns are reasonably suspected.

Where you fail to provide prompt notification and unauthorised or unlawful use continues as a result, you may be held responsible, to the extent permitted by applicable law, for losses, charges, or damages reasonably incurred as a result of such failure. Nothing in this clause limits or excludes any mandatory consumer rights or protections available to you under applicable law.

6. USER OBLIGATIONS

In connection with your use of the Services, you agree to:

- cooperate with DIMO by providing all information, documentation, and materials reasonably required for the provision of the Services, and by ensuring that such information is accurate, complete, and up to date in all material respects;
- comply with all applicable laws, regulations, safety requirements, and other legal obligations in the relevant jurisdiction in connection with your use of the Services;
- comply with all applicable rules, regulations, instructions, restrictions, and safety requirements at each Charging Station, including any written notices displayed at the station and any lawful instructions provided by charging station personnel or operators;
- use all Charging Stations responsibly, with due care and skill, and only after ensuring that the relevant Charging Station is compatible with and suitable for your EV;
- promptly cease use of any Charging Station that you reasonably believe to be damaged, defective, unsafe, or malfunctioning, and notify DIMO or the relevant charging station operator without delay; and
- not use the Services for any unlawful, fraudulent, misleading, abusive, or unauthorised purpose.

7. FEES AND PAYMENT

7.1 Charging Fees

Your use of certain Services may be subject to fees, including charging tariffs, session fees, or subscription charges as displayed in the App. All applicable fees will be made available to you prior to the commencement of a Charging Session or activation of a paid feature. DIMO reserves the right to amend its fee structure from time to time with reasonable notice.

7.2 Payment Processing

Payments for Services are processed through third-party payment providers, banks, card issuers, or electronic payment platforms ("Payment Providers"). You are responsible for:

- reviewing and complying with the applicable terms, payment thresholds, pre-authorisation requirements, fees, and conditions imposed by such Payment Providers;
- ensuring that your payment method is valid and that sufficient funds are available; and
- directing any questions, disputes, or claims relating to third-party payment processing or charges to the relevant Payment Provider or financial institution.

7.3 DIMO Payment Disclaimer

DIMO is not responsible for any charges, minimum payment requirements, temporary authorisation holds, transaction fees, currency conversion charges, or similar payment-related conditions imposed by third-party Payment Providers. DIMO shall not be liable for any payment processing delays, failures, or excess charges arising solely from third-party payment systems or provider requirements, except to the extent caused directly by DIMO's own fault or where otherwise required by applicable law.

8. INTELLECTUAL PROPERTY

8.1 Ownership

You acknowledge and agree that DIMO and its licensors retain all right, title, and interest, including all Intellectual Property Rights, in and to the Services, together with all related software, technology, code, documentation, templates, logos, materials, know-how, support deliverables, updates, enhancements, modifications, and derivative works thereof. Except for the limited licence rights expressly granted under this Agreement, no rights, licences, or interests are granted to you, whether by implication, estoppel, or otherwise, and all rights not expressly granted are reserved by DIMO.

8.2 Prohibited Activities

Unless expressly authorised in writing by DIMO, you shall not, and shall not permit any third party to, directly or indirectly:

- rent, lease, licence, sublicense, sell, resell, assign, transfer, distribute, time-share, or otherwise make the Services available to any third party;
- modify, adapt, reproduce, or create derivative works based on the Services or any part thereof;
- reverse engineer, disassemble, decompile, translate, or otherwise attempt to derive or gain access to the source code, object code, underlying structure, ideas, algorithms, or non-public application programming interfaces of the Services, except to the limited extent expressly permitted by applicable law;
- circumvent, disable, or interfere with any security features, access controls, or technical safeguards of the Services, or use the Services in any manner intended to avoid applicable fees, limits, or usage restrictions;
- access or use the Services for the purpose of developing, supporting, or enabling a competing product or service, or copying the Services' features, functionality, or user interface;
- use the Services for any unlawful, fraudulent, misleading, or unauthorised purpose, or in any manner inconsistent with this Agreement; or
- collect, process, use, or disclose any data through the Services in a manner that infringes, misappropriates, or otherwise violates any third-party rights, including privacy rights, publicity rights, confidentiality obligations, or Intellectual Property Rights.

8.3 Updates and Changes to Services

DIMO may, at its sole discretion, implement updates, upgrades, bug fixes, patches, modifications, or improvements to the Services and reserves the right to add, modify, suspend, or discontinue any features or functionality without liability, provided such changes do not materially deprive you of the core Services contracted for under this Agreement.

9. DATA PROTECTION AND PRIVACY

9.1 Data Collection and Use

DIMO and its authorised service providers may collect, process, use, store, and transfer Personal Data relating to you for the purposes of:

- providing and administering the Services;
- managing the contractual relationship between the Parties;
- activating Charging Stations and processing Charging Sessions;
- processing transactions and issuing invoices;
- providing customer support and resolving service-related issues; and
- complying with applicable legal and regulatory obligations.

9.2 Data Sharing

Personal Data collected in connection with the Services may include your identification details, vehicle information, contact information, and transaction data. Such data may be shared with charging station operators, payment processors, service providers, and business partners strictly for the purposes described above and in accordance with applicable data protection laws, including the Sri Lanka Personal Data Protection Act, No. 9 of 2022.

9.3 Aggregated and Anonymised Data

DIMO may use aggregated or anonymised non-personal data to improve its Services and related offerings and to generate statistical insights for legitimate business purposes. Such data shall not be used in a manner that identifies or could reasonably identify you.

9.4 Privacy Notice

Further details regarding how your Personal Data is collected, processed, stored, and transferred, including your rights as a data subject, are set out in the EVO BY DIMO Privacy Notice, which forms part of this Agreement and is available through the App and DIMO's website.

10. DISCLAIMER OF WARRANTIES

Your use of the App and Services is at your own risk and responsibility, subject always to your statutory rights under applicable law. The Services are provided on an "as is" and "as available" basis and may be modified, updated, interrupted, suspended, or discontinued by DIMO from time to time.

To the fullest extent permitted by applicable law, DIMO excludes all warranties, representations, conditions, or other terms implied by statute, common law, or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement.

DIMO does not warrant that the Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

Nothing in this Agreement shall affect any rights you may have as a consumer under applicable mandatory law that cannot be excluded or limited by contract.

11. LIMITATION OF LIABILITY

11.1 General Limitation

To the fullest extent permitted by law, DIMO, its affiliates, licensors, service providers, and suppliers shall not be liable for any loss, damage, cost, or liability arising out of or in connection with the App, the Services, or this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, including without limitation:

- any indirect, incidental, consequential, special, or punitive loss or damage;
- loss of profits, revenue, business, contracts, anticipated savings, goodwill, business opportunity, or reputation;
- loss, corruption, theft, or recovery of data;
- interruptions, delays, security breaches, or failures caused by third-party telecommunications networks, payment providers, charging infrastructure operators, internet service providers, or other events beyond DIMO's reasonable control;
- liabilities arising from third-party acts, omissions, or services; or
- any aggregate liability exceeding the total amount paid by you to DIMO for the relevant Services during the twelve (12) months immediately preceding the event giving rise to the claim.

11.2 Exceptions

Nothing in this Agreement shall exclude or limit either Party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot lawfully be excluded or limited under applicable law.

11.3 Severability of Limitations

These limitations of liability apply independently of all other provisions of this Agreement and shall apply to the fullest extent permitted by law, even where any remedy fails of its essential purpose.

12. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement (other than payment obligations already due and owing) to the extent such delay or failure results from events or circumstances beyond its reasonable control, including but not limited to:

- acts of God, natural disasters, floods, earthquakes, or extreme weather events;
- pandemics, epidemics, or public health emergencies;
- strikes, industrial action, or labour disputes;
- acts of terrorism, war (whether declared or not), civil commotion, or riot;
- governmental actions, orders, sanctions, or regulatory restrictions;
- material failure or reduction of power supply, telecommunications infrastructure, or data network services; or
- failures of third-party service providers or infrastructure that are outside the affected Party's reasonable control.

The affected Party shall promptly notify the other Party of the force majeure event and shall use reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable.

13. TERM AND TERMINATION

13.1 Duration

This Agreement commences on the date you first access or register for the Services and continues until terminated by either Party in accordance with this clause.

13.2 Termination by You

You may terminate this Agreement at any time by discontinuing all use of the App and Services and, where applicable, by deactivating your account, subject to settlement of any outstanding charges or obligations incurred prior to termination.

13.3 Termination or Suspension by DIMO

DIMO reserves the right to suspend, restrict, or terminate this Agreement or your access to the App or Services at any time, with or without prior notice, where:

- you have breached any material term of this Agreement;
- DIMO reasonably suspects fraudulent, abusive, or unlawful activity in connection with your account or use of the Services;
- DIMO is required to do so by applicable law or regulatory authority; or
- DIMO ceases to provide the relevant Services.

13.4 Consequences of Termination

Upon termination:

- your right to access and use the Services shall immediately cease;
- any accrued payment obligations for Charging Sessions, fees, or transactions incurred prior to termination remain due and payable; and
- DIMO may retain and continue to process your data to the extent required by applicable law or legitimate business purposes, as described in the Privacy Notice.

13.5 Survival

Any provisions of this Agreement which by their nature are intended to survive termination, including without limitation provisions relating to payment obligations, intellectual property, disclaimers, limitations of liability, indemnities, dispute resolution, confidentiality, and applicable law, shall remain in full force and effect notwithstanding termination.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sri Lanka.

14.2 Amicable Resolution

In the event of any dispute, controversy, or claim arising between the Parties concerning this Agreement or any matter arising under it, the Parties shall first endeavour to resolve such dispute amicably through good-faith discussions. Either Party may initiate this process by providing written notice to the other Party, specifying the nature of the dispute in reasonable detail. The Parties shall engage in discussions for a period of not less than thirty (30) days from such notice (or such longer period as agreed) with a view to reaching a mutually acceptable resolution.

14.3 Jurisdiction

If an amicable settlement is not reached within the period specified above, the courts within the jurisdiction of Sri Lanka shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with this Agreement. Each Party irrevocably submits to the exclusive jurisdiction of the Sri Lankan courts for these purposes.

15. MISCELLANEOUS

15.1 Entire Agreement

This Agreement, together with the Privacy Notice and any other policies or supplementary terms incorporated by reference, constitutes the entire agreement between the Parties with respect to the

subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

15.2 Amendments

DIMO reserves the right, at its sole discretion, to amend, modify, or update this Agreement from time to time. Any such modifications shall become effective upon publication through the relevant website, application, or service platform, unless otherwise required by applicable law. DIMO shall use reasonable efforts to notify you of any material changes through appropriate communication channels. Your continued access to or use of the Services following the effective date of any revised Agreement constitutes your acceptance of such changes. If you do not agree to any modification, your sole remedy is to discontinue use of the Services and terminate this Agreement in accordance with Clause 13.

15.3 Waiver

No failure, delay, or omission by either Party in exercising or enforcing any right, remedy, power, or provision under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or provision.

15.4 Assignment

You may not assign, transfer, delegate, or otherwise dispose of any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of DIMO. Any attempted assignment in breach of this provision shall be null and void. DIMO may assign or transfer this Agreement or any of its rights or obligations hereunder to an affiliate or as part of a corporate reorganisation, merger, acquisition, or sale of assets without your prior consent.

15.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall, to the extent required, be deemed modified or severed to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

15.6 Notices

Any notice required or permitted under this Agreement shall be in writing and shall be delivered to DIMO at the address set out in Clause 1 or to you at the email address or contact details registered on your account. Notices to DIMO shall be deemed received on the date of actual receipt. Notices to you shall be deemed received upon sending to your registered contact details or upon publication through the App or DIMO's website, as applicable.

15.7 No Partnership or Agency

Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Neither Party has authority to bind the other in any manner.

15.8 Third Party Rights

Except as expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any third party.

Contact Us

If you have any questions about these Terms or wish to contact DIMO in connection with the Services, please reach us at:

DIMO (Private) Limited

No. 65, Jetawana Road, Colombo 14, Sri Lanka

Company Registration No. PV 2317

Email: [Insert Contact Email]

Telephone: [Insert Contact Number]

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