

TERMS AND CONDITIONS

These Terms of Use [*hereinafter referred to as the ‘Terms’*] shall govern and the access and use by you, of the products, services, and applications [**hereinafter collectively referred to as the ‘Services’**] made available by SL Mobility (Pvt.) Limited [*hereinafter referred as “SL Mobility”, including references to “we”, “us” or “our”, where the context so implies*], a private limited liability company with its Registered Office at 116/5 - 116/15 Moragasmulla Road, Rajagiriya Sri Lanka.

We encourage you to READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES, because:

- Your access or use of the Services constitutes you agree to be bound by these Terms, which establishes a contractual relationship between you and SL Mobility.
- If you do not agree to be bound by these Terms, you may not access or use the Services;
- These Terms represent the entirety of the contractual arrangement between you and SL Mobility, and supersedes any prior contractual arrangements between you and SL Mobility;
- Your access to or use of the Services may be terminated by SL Mobility should your access or use of the Services violates these Terms, or for any other legitimate reason;
- These Terms may be updated or amended from time to time, and will be effective upon being posted at this location or on our websites and applications;
- Your continued access or use of the Services after any updates or amendments have come into effect shall constitute your consent to be bound by these Terms, as updated and amended;
- Through your access and use of the Services according to these Terms, SL Mobility collects all or some of your personal data, as explained in SL Mobility’s Privacy Policy, which you are encouraged to familiarise yourself with.

1. Services

1.1. Under these Terms, SL Mobility provides a technology platform, constituting the ‘Lencar’ website and the ‘EZR App’, that provides electronic vehicles (EVs), and linking the users of such EVs with independent third-party battery charging/swapping facilities, including third-party EV servicing and conditioning service providers, under agreement with SL Mobility or its affiliates. The Services include:

- Creating an online account to access and interact with the *Lencar* website and *EZR App*;
- Using the products and services offered and sold on the *Lencar* website and *EZR App*;
- Creating access points to the EV software through the *Lencar* website and *EZR App*;
- Extracting data collected by the EV software through the *Lencar* website and *EZR App*;
- Locating nearby battery charging/swapping facilities;
- Processing electronic transactions for the use of battery charging/swapping facilities;
- Obtaining periodic reports on the condition of your EV;
- Being updated on the products and services offered by SL Mobility and its affiliates;

- 1.2. SL Mobility reserves the right to make changes to the Services at its sole discretion, from time to time, including, without limitation, updating or changing the functionality, performance, user interface, usability, and the service description, and you agree that these Terms will apply to any updates or changes that are made to the Services. SL Mobility will notify you of any change to the Services (other than No-Charge Services) that reduces its functionality or features in any material respect, or if it discontinues any Service that is not replaced by a substantially equivalent function or feature.
- 1.3. You acknowledge that SL Mobility does not provide battery charging/swapping facilities or any other mechanical services, and that all battery charging/swapping and mechanical services are provided by independent third-party services providers who are not employees of SL Mobility.

2. User Account and License

- 2.1. In order to access and use the Services, you will be required to create and maintain an account that is registered on and connected to the *Lencar* website and *EZR App*, [hereinafter referred as the ‘**User Account**’]. Every reference in these Terms to the terms “**you**” or “**user**” shall mean such holder of a User Account.
- 2.2. The User Account shall be created and registered using true and accurate details about yourself.
- 2.3. You shall be responsible for maintaining the confidentiality of the password to access and use your User Account.
- 2.4. Notwithstanding Clause 2.3 above, irrespective of the actual user of the Services, you agree to be bound by all acts, omissions, and transactions made using your User Account.
- 2.5. You represent and warrant that you are over the age of eighteen, are not a person barred from receiving the Services under the laws of Sri Lanka and any other applicable jurisdiction and have the power and authority to enter into and perform your obligations under these Terms. If you accept and agree to these Terms on behalf of a company or a corporate body, then any reference to “you” in the remainder of these Terms shall mean your company, and you warrant that your company has not been barred from receiving the Services under the laws of Sri Lanka and any other applicable jurisdiction and you are properly authorised to bind your company to these Terms.
- 2.6. By creating a User Account through the *Lencar* website and *EZR App* and/or linking any other Account to use the *Lencar* website and *EZR App*, you agree to be bound by these Terms.
- 2.7. Upon agreeing to be bound by these Terms, you receive a non-exclusive, non-transferable, revocable license to access and use the Services provided by SL Mobility and its affiliates on your personal device(s) and to access, in accordance with these Terms, any information and material published on the *Lencar* website and *EZR App*.

- 2.8. In order to continue using the license to use the *Lencar* website and the *EZR App* and the Services, you are required to agree to and comply with any amendments to these Terms applicable at the date of requesting access to or using the Services.
- 2.9. Your User Account and license is limited to your personal use, and you shall not authorise any other person to use your license to access or use the Services.
- 2.10. SL Mobility has the right to revoke your license and/or de-activate your User Account with immediate effect if you breach these Terms, or for any other reason.

3. Rules and Restrictions

- 3.1. You agree not to engage in (or assist or enable any third party to engage in) any of the following prohibited activities:

- i. copying, distributing, or disclosing any part of the *Lencar* website and *EZR App* in any medium, including, without limitation, by any automated or non-automated “scraping”;
- ii. using any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the *Lencar* website and *EZR App* or the servers running the *Lencar* website and *EZR App*;
- iii. transmitting spam, chain letters, or other unsolicited email through the *Lencar* website and *EZR App*;
- iv. interfering with or compromising the system integrity or security of the *Lencar* website and *EZR App*;
- v. deciphering any transmissions to or from the *Lencar* website and *EZR App* or the servers running the *Lencar* website and *EZR App*;
- vi. taking any action that imposes, or may impose, an unreasonable or disproportionately large load (as determined by SL Mobility) on our infrastructure;
- vii. uploading invalid data, viruses, worms, or other software agents to the *Lencar* website and *EZR App* or the servers running the *Lencar* website and *EZR App*;
- viii. collecting or harvesting any personally identifiable information, including, without limitation, account names and customer pictures, from the *Lencar* website and *EZR App* or the servers of the *Lencar* website and *EZR App*;
- ix. using the *Lencar* website and *EZR App* for any commercial solicitation purposes;
- x. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity;
- xi. interfering with the proper working of the *Lencar* website and *EZR App*;
- xii. accessing any content on the *Lencar* website and *EZR App* through any technology or means other than those provided or authorised by the *Lencar* website and *EZR App*;
- xiii. by-passing measures used to prevent or restrict access to the Services, including, without limitation, features that prevent or restrict the use or copying of any content, or features to enforce limitations on use of the Services or the content therein;
- xiv. using the *Lencar* website and *EZR App* and the Services in any manner that violates any laws or regulations; or
- xv. damaging, altering, modifying or forcibly opening the contents of the T-Box owned by SL Mobility placed inside the vehicle.

- 3.2. SL Mobility may, without prior notice, change the Services, stop providing the Services or certain features of the Services, or create usage limits for the Services; to you or to users generally.
- 3.3. SL Mobility may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if, in our sole determination, you breach any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.
- 3.4. You are solely responsible for your interactions with other users on the *Lencar* website and *EZR App*. SL Mobility reserves the right, but has no obligation, to monitor disputes between you and other users. SL Mobility shall bear no liability for your interactions with other users, or for any user's action or inaction.

4. Personal Data and Privacy

- 4.1. By creating a User Account and accepting and agreeing to these Terms, you expressly consent to your personal data being collected and processed by SL Mobility in order to provide you with the Services.
- 4.2. You also expressly consent to SL Mobility engaging in the following:
 - a) processing your personal data and special categories of personal data as defined by the Personal Data Protection Act No. 9 of 2022 and SL Mobility's Privacy Policy;
 - b) notifying you of our products and services, and products and services of third parties (you may revoke your consent to receiving such notifications in the manner described in our Privacy Policy);
 - c) transferring any some or all of your personal data to third party buyers or advisors, in the event SL Mobility or its business is sold to a third-party buyer, who will, in such circumstances, be disclosed on our Privacy Policy.
- 4.3. All personal data and information that is collected by SL Mobility is processed and protected in the manner specified in our Privacy Policy. You are encouraged to read and familiarise yourself with our Privacy Policy before accessing and using the Services.

5. Text Messages and Notifications

- 5.1. By creating a User Account and accepting and agreeing to these Terms, you expressly consent to receiving informational and notifying text (SMS) messages from SL Mobility, as part of the normal business operation of the use of Services.

- 5.2. You may withdraw your consent to receiving such text (SMS) messages at any time by submitting a request [here](#) or by sending an email to info@slmobility.com, with the relevant phone numbers of the devices to which you wish to stop receiving such text (SMS) messages.
- 5.3. You agree and acknowledge that withdrawing your consent to receive such text (SMS) services may affect your use of the Services.

6. Payments

- 6.1. You understand and acknowledge that receiving and/or using some of the Services may result in monetary charges to you [herein after referred to as '**Charges**']. Upon receiving and/or using the Services obtained through your use of the *Lencar* website and *EZR App*, we will facilitate your payment of the applicable Charges.
- 6.2. All Charges shall be made and be payable in Sri Lankan Rupees (LKR), together with applicable taxes, where required by law.
- 6.3. All transactions made through your User Account and incurring Charges shall be valid and non-reversible, unless otherwise determined by SL Mobility.
- 6.4. All Charges paid by you shall be final and non-refundable, unless otherwise determined by SL Mobility.
- 6.5. All Charges are due immediately and payment will be facilitated by us using the preferred payment method designated in your User Account, after which we will send you a receipt to the email address linked to the *Lencar* website and *EZR App*. If your primary User Account payment method is determined to be expired, invalid, or otherwise not able to be charged, you agree that we may not facilitate the transaction(s) for the use of any Service(s).
- 6.6. We reserve the right to establish, remove and/or revise Charges for any or all Services obtained through the use of the Services at any time, at our sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. We will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your User Account regardless of your awareness of such Charges or the amounts thereof.
- 6.7. We may, from time to time, and at our sole discretion, provide certain users with promotional offers and discounts that may result in different amounts being charged for the same or similar services obtained through the use of the 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.

- 6.8. In the event there are any additional payment terms, they will be notified to you at the time of the transaction.

7. Intellectual Property Rights

- 7.1. The *Lencar* website and *EZR App* and all materials therein or transferred thereby or in connection thereto, including, without limitation, software, reports, images, texts, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all intellectual property rights related thereto, are the exclusive property of SL Mobility and its licensors.
- 7.2. Nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, other than the license to use the *Lencar* website and *EZR App* for receipt of Services as provided in Clause 3 above. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any content you may receive from the *Lencar* website and *EZR App* or use of the Services.
- 7.3. You may choose to, or we may invite you to, submit comments/feedback about the Services, including, without limitation, about how to improve the Services or our products. By submitting any comments, you agree that your disclosure thereof is complimentary, unsolicited, and without restriction, and will not place SL Mobility under any fiduciary or other obligation, and that we are free to use any ideas or suggestions in your comments/feedback without any additional compensation to you, and/or to disclose such ideas or suggestions on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your comments/feedback, SL Mobility does not waive any rights to use similar or related ideas or suggestions previously known to SL Mobility, or developed by its employees, or obtained from sources other than you.

8. No Professional Advice

Any information published or provided through the *Lencar* website and the *EZR App* and Services regarding the health of any electric vehicle (for example, the condition of the battery and the replacement requirements for parts etc.), is provided for informational purposes only, and shall not constitute professional advice. You shall make your own independent decisions based on the information provided through our Services.

If you require professional advice regarding a vehicle, you are encouraged to directly request for such professional advice from SL Mobility, and SL Mobility may obtain such advice for you, subject to an applicable fee.

9. Third-Party Links

The *Lencar* website and the *EZR App* and the Services may display or provide links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or

controlled by SL Mobility. SL Mobility does not endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If you access a third-party website through your use of the *Lencar* website and the *EZR App* or the Services, you do so at your own risk, and you understand and acknowledge that these Terms and SL Mobility's Privacy Policy do not apply to your use of such third-party websites. You expressly relieve and release SL Mobility from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You acknowledge and agree that SL Mobility shall not be responsible for any loss or damage of any sort arising from your dealings with such advertisers.

10. Indemnity

You agree to defend, indemnify, and hold harmless SL Mobility and its subsidiaries, directors, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- i. your use of and access to the Services, including any data or content transmitted or received by you;
- ii. a breach of these Terms by you, including, without limitation, a breach of any of the representations and warranties above;
- iii. a violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Rights;
- iv. a violation by you of any applicable laws, rules, or regulations;
- v. any claim for damages that arises as a result of any act or omission done by you using, or in connection with, your User Account; or
- vi. any other party's access and use of the Service with your unique username, password, or other appropriate security code.

11. No Warranty

- 11.1. The Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, SL mobility, its subsidiaries, and its licensors do not warrant that the content on the *Lencar* website and the *EZR App* is accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Services or the *Lencar* website and the *EZR App* are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Services are downloaded at your own risk and you will be solely responsible for any damage to your electronic devices or system or loss of data that results from such download or your use of the *Lencar* website and the *EZR App* or Services.

- 11.2. SL Mobility does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the *Lencar* website and the *EZR App* or Services or any hyperlinked website or service contained in the material sent to you through the *Lencar* website and the *EZR App* or Services, and SL Mobility will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.
- 11.3. SL Mobility does not warrant the availability of replaceable batteries at all times at battery swapping stations and/or the availability of battery swapping stations within reasonable distance from your location.

12. Liability Disclaimer

- 12.1. To the extent permitted by applicable laws, in no event shall SL Mobility, its affiliates, agents, directors, employees, suppliers, or licensors be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, or inability to use, the *Lencar* website and the *EZR App* or Services. Under no circumstances will SL Mobility be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the *Lencar* website and the *EZR App*, the Services, User Account, or the information contained therein.
- 12.2. To the extent permitted by applicable laws, SL Mobility assumes no liability or responsibility for any;
- a) errors, mistakes, or inaccuracies of content provided through the *Lencar* website and the *EZR App* or the Services;
 - b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our *Lencar* website and the *EZR App* or the Services;
 - c) any unauthorized access to or use of our servers and/or any and all personal information stored therein;
 - d) any interruption or cessation of transmission to or from the App;
 - e) any bugs, viruses, or the like that may be transmitted to or through the *Lencar* website and the *EZR App* or the Services;
 - f) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content shown, posted, emailed, transmitted, or otherwise made available through the *Lencar* website and the *EZR App* of the Services; and/or
 - g) any illegal conduct of any third party using the *Lencar* website and the *EZR App* or the Services.
- 12.3. In no event shall SL Mobility, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs, in an amount exceeding the amount you paid SL Mobility or its affiliates through the *Lencar* website or the *EZR App* for receipt of the Service in question.

- 12.4. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if SL Mobility has been advised of or otherwise had reason to know of the possibility of such damage.
- 12.5. The foregoing limitation of liability shall apply to the fullest extent permitted by law. In the event a Court of Law determines that any one or more of the limitation of liability clauses, or any part thereof, are not enforceable due to the operation of any law, the remaining clauses or part(s) thereof, shall be interpreted to give the highest possible limitation of liability to SL Mobility.

13. Suspension of Services

- 13.1. If you, or any person using your account, causes or attempts to cause harm or damage to any battery charging/swapping facilities, or otherwise interrupts or attempts to interrupt with the functioning of any battery charging/swapping facilities, by any means whatsoever, we shall, at our sole discretion, be entitled to suspend your use of the Services indefinitely or for a specific period of time.
- 13.2. We may, at our sole discretion, resume the provision of the Services to you if such harm, damage, or interruption is rectified or duly compensated by you.

14. Governing Law and Dispute Resolution

- 14.1. These Terms, and the contractual relationship between you and SL Mobility, shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

14.2. Amicable Discussions

If at any time any Dispute arises between the you and SL Mobility, unless mutually agreed to immediately proceed to arbitration in accordance with Clause 14.3 below, either Party may notify the other Party in writing of such Dispute in reasonable detail and, the Parties shall thereupon endeavour to meet during a period of Thirty (30) days following the date of such notice (or such further period agreed to in writing by such Parties), to seek an amicable resolution of such Dispute.

14.3. Arbitration

Where any Dispute is not resolved in accordance with Clause 14.2 above within Thirty (30) days from notice of the Dispute being provided, or if the Parties agree to immediately proceed to arbitration as provided in Clause 14.2 above in respect of any Dispute, such Dispute shall be finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules prevailing at the time of the reference to Arbitration.

- 14.4. In the event the reference to the arbitration is made in relation to claim less than LKR 10,000,000/-, the claim will be determined by a Panel of Arbitrators comprising a sole

arbitrator. In the event the value of the claim exceeds LKR 10,000,000/-, the claim shall be determined by a Panel of Arbitrators comprising three (03) arbitrators.

- 14.5. The seat and place of arbitration shall be Colombo.
- 14.6. The arbitration shall be administered by Sri Lanka National Arbitration Centre.
- 14.7. The proceedings shall be conducted, and the award shall be rendered, in the English language.
- 14.8. The arbitral tribunal shall have authority in its discretion to grant pre-award and post-award interest and costs, as the case may be.
- 14.9. Any award pursuant to arbitration shall be final and binding on the Parties and judgment thereon may be entered and may be enforced in any court of competent jurisdiction. Any costs, fees, or taxes incidental to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement.
- 14.10. Except as expressly provided in these Terms, pending the award in any arbitration proceeding hereunder:
 - 14.10.1. these Terms and the rights and obligations of the Parties thereunder shall remain in full force and effect;
 - 14.10.2. each of the Parties shall continue to perform their respective obligations, under these Terms;
 - 14.10.3. the termination of the contractual relationship between you and SL Mobility shall neither result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.

15. Severability

- 15.1. Any one or more clauses, stipulations, or provisions of these Terms, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition, or unenforceability without invalidating, vitiating or, rendering unenforceable the remaining clauses, stipulations, or provisions of these Terms, and any such illegality, invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate, vitiate, or render unenforceable any such clauses, stipulations, or provisions in any other jurisdiction.

16. Effective date and Amendments

- 16.1. These Terms shall be effective from 20th June 2024.
- 16.2. Due to reasons such as implementation of updates of the *Lencar* website and the *EZR App*, functionality changes, addition of new features and other necessary matters, we may, from time to time, amend these Terms. Such amendments will be made at the sole discretion of SL Mobility.
- 16.3. Such amendments will be published at this location, and you also will be notified of such amendments through your User Account. Upon being notified of amendments to these Terms, you will have the option of agreeing or disagreeing with the amended Terms.
- 16.4. If you disagree with any amendments to these Terms, such disagreement shall constitute an immediate termination of the contractual relationship between you and SL Mobility, and your access to and use of the Services shall be restricted; provided that, if you use the Services after the effective date of amendments to these Terms, it shall be deemed that you have accepted and agreed to the amendments to these Terms.