

## **TERMS AND CONDITIONS**

#### For Emergency Call Knight & Apps Ltd HSE Department

Tel.: +254 (7) 88 220 607 - Email: <u>hse@knightsandapps.com</u>

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### 1. Introduction

Welcome to Knights and Apps Ltd – Drivelectric. By using our website and services, including EV leasing, taxi fleet services, charging infrastructure, and battery repurposing, you agree to comply with and be bound by the following terms and conditions. Please read these terms carefully before using our services. If you disagree with any part of the terms, you may not use our services.

## 2. Eligibility

To use our services, you must:

- Be at least 18 years old.
- Provide valid identification and necessary legal documents upon request.
- Agree to use our services in compliance with all applicable laws and regulations.

### 3. Services Provided

## 3.1 EV Leasing and Taxi Fleet Services

- EV leasing is available for personal and commercial use under specific lease terms, which will be outlined in a separate leasing agreement.
- Our taxi fleet services are regulated by local transportation laws, and users must abide by safety, driving, and usage policies while using our vehicles.

### 3.2 Charging Infrastructure

- Users may access our EV charging stations based on the availability and applicable fees.
- You agree to use the charging stations responsibly, following the posted instructions and ensuring that your vehicle is compatible with the station's specifications.

### 3.3 Battery Repurposing

• We provide services for repurposing used EV batteries. By using this service, you agree to comply with our sustainability policies.



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• Repurposed batteries will be subject to an evaluation process to determine suitability for secondary use.

## 4. Pricing and Payment

- Pricing for our services, including leasing, taxi fleet services, charging, and battery repurposing, is available on our website and may change without prior notice.
- Payment must be made according to the terms specified in your lease agreement or service contract. Late payments may result in penalties or suspension of services.

## **5. Lease Agreement Terms**

- When leasing an EV, a separate lease agreement will outline the vehicle's maintenance, insurance, and mileage limits.
- You are responsible for regular maintenance and upkeep of leased vehicles as per the lease agreement.
- Early termination of the lease agreement may result in additional charges, as specified in the contract.

# 6. Vehicle Usage

- Lessees and taxi fleet users are responsible for ensuring the safety and legal operation of the vehicle.
- You must not use the vehicle for illegal purposes, subleasing, or in violation of traffic laws.
- Users are required to report any accidents, damages, or malfunctions immediately.

## 7. Charging Station Access

- Charging station users must ensure their vehicles are parked correctly and moved promptly after charging is complete to avoid idle fees.
- We are not responsible for any damages caused by misuse of the charging equipment or incompatible vehicles.



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### 8. Warranties and Liabilities

- We do not guarantee uninterrupted or error-free access to our services, but we will take reasonable steps to ensure service quality and uptime.
- We are not liable for any indirect, incidental, or consequential damages arising from the use of our vehicles, charging stations, or battery repurposing services.
- Battery repurposing services are offered on an "as-is" basis, and we do not guarantee the longevity or performance of repurposed batteries.

## 9. Insurance and Indemnity

- Users of leased EVs must maintain comprehensive insurance coverage throughout the lease term.
- You agree to indemnify us against any losses, damages, or claims arising from your misuse of the vehicle or charging infrastructure.

### 10. Termination of Services

- We reserve the right to terminate or suspend any service without notice if there is a breach of these terms or the lease agreement.
- Users who fail to meet payment obligations or misuse our services may have their access revoked without compensation.

## 11. Privacy Policy

- Our privacy policy outlines how we collect, use, and protect your personal information when using our website and services. By using our services, you consent to our data collection practices.
- For more details, refer to our full Privacy Policy.

# 12. Changes to Terms and Conditions

- We reserve the right to modify these terms and conditions at any time. Any changes will be posted on this page and take effect immediately upon posting.
- It is your responsibility to review these terms regularly. Continued use of the service constitutes acceptance of the revised terms.





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## 13. Governing Law

- These terms and conditions are governed by and construed in accordance with the laws of Kenya.
- Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts in Kenya.

## 14. Contact Information

For any questions or concerns regarding these Terms and Conditions, please contact us at:

• **Email**: info@knightsandapps.com

• **Phone**: +254 788 220607

• Address: 1535 -00502 Nairobi- Kenya

Approved by

Francis Romano

**Managing Director** 

23<sup>rd</sup> September 2024

