



GENESIS CHARGE PASS CONDITIONS - UNITED KINGDOM

*These are our terms and conditions for the provision of the Genesis Charge Pass, a service we offer to you as a purchaser of a new all-electric Genesis vehicle for the first five (5) years from the date of first registration of your vehicle in conjunction with our partner Shell EV Charging Solutions UK Ltd ("**Shell Recharge Solutions**"). You will have access to a Europe-wide network of high-capacity charging points.*

*The Shell Recharge Solutions charging network also gives you access to the charging networks of numerous other providers across Europe. This includes the IONITY GmbH ("**IONITY**") charging network. IONITY charging stations are available for use by anyone with a Shell Recharge Solutions approved charging card. You have the option to access the IONITY charging station network via a special charging card - the Genesis Charge Pass powered by Shell Recharge. Your Genesis Charge Pass includes a five-year subscription to use this IONITY charging network ("**IONITY Subscription**"). During this period, you can charge your all-electric Genesis new vehicle in the IONITY charging network at discounted rates ("**IONITY Advantage Rate**").*

Access to the public charging stations, installation of the wallbox for your home and any other services in this context are provided by Shell Recharge Solutions. We act exclusively as an agent on behalf of Shell Recharge Solutions.

Please read these terms and conditions carefully.

1. WE ARE YOUR GENESIS PARTNER

- 1.1. We are Genesis Motor UK Limited ("**Genesis**") (company registration no: 12224556). Our company address is 73 Cornhill, London, EC3V 3QQ. As you have purchased your all-electric Genesis new vehicle as a customer through our official distribution network in Europe, you will have access to a Europe-wide network of high-capacity charging points through our partner Shell Recharge Solutions.
- 1.2. Do you have any questions? You can reach us via our customer service at the email address ask@uk.genesis.com or by calling 0800 8048 115. Our customer service is available Monday to Saturday from 9 a.m. to 6 p.m.

2. GENESIS CHARGE PASS - YOUR ACCESS TO THE SHELL RECHARGE SOLUTIONS CHARGING NETWORK

- 2.1. Shell Recharge Solutions provides access to a network of high performance electric vehicle charging points across Europe and the United Kingdom of Great Britain and Northern Ireland. We would like to make this network available to you as a customer of an all-electric Genesis new vehicle.
- 2.2. As a purchaser of a new all-electric Genesis vehicle, you will automatically receive a special charging card ("**Genesis Charge Pass**"). This will give you access to the respective public charging points of the Shell Recharge Solutions network after activation and corresponding registration in the Shell Recharge App (available in the Google Play Store and Apple App Store) and the deposit of payment details. Please note that you will only be able to access the IONITY Advantage Rate after registering your Genesis Charge Pass in the Shell Recharge App.
- 2.3. Upon registration in the Shell Recharge App, a contract is formed between you and Shell Recharge Solutions. We, as Genesis, act solely as an agent on behalf of Shell Recharge Solutions in making available or providing the Genesis Charge Pass and access to the Shell Recharge Solutions charging network. This means that your contract for the provision of the Shell Recharge Solutions charging network (including



the IONITY Subscription and IONITY Advantage Rate) is with Shell Recharge Solutions and not with us. These terms and conditions therefore apply solely to our agency services, which are available to you only as the first purchaser and for five (5) years from the date of first registration of your new all-electric Genesis vehicle. We are not a party to the contract entered into between you and Shell Recharge Solutions and have no responsibility for the performance of that contract. Our agency services are free of charge to you as our customer. Shell Recharge Solutions is solely responsible for the provision of the agreed services. The content of your contract with Shell Recharge Solutions is governed by the agreements made between Shell Recharge Solutions and you and applicable contract law. We have no control over the terms on which the services are provided to you by Shell Recharge Solutions.

- 2.4 You can conveniently view and manage Shell Recharge Solutions' services using your login credentials, which you will receive after activating your Genesis Charge Pass and registering accordingly in the Shell Recharge App. The Shell Recharge Solutions Terms and Conditions apply in this regard.

3. IONITY SUBSCRIPTION AND DISCOUNT RATE

- 3.1 As one of the many providers in the Shell Recharge Solutions network, IONITY operates a network of charging points along European motorways and main traffic arteries. As our customer, you may use IONITY's charging points for a period of up to five (5) years from the date of first registration of your new all-electric Genesis as part of the IONITY subscription at the more favourable IONITY advantage rate for subscription holders. Genesis will cover the usage-independent basic fee for you during the above-mentioned period of the IONITY subscription. Please note that Genesis has no influence on IONITY's pricing, which is the sole responsibility of IONITY. You can view a current price overview of the IONITY advantage rate any time via the Shell Recharge App.
- 3.2 No separate registration with IONITY is required to take out the IONITY subscription or to use the IONITY Advantage Rate. Provision, access and billing also take place via our partner Shell Recharge Solutions. You can conveniently view the charging costs incurred when using the IONITY charging points via the Shell Recharge app.
- 3.3 In order to be able to use your IONITY subscription described under 3.1 for the maximum period of time, it is necessary that you carry out at least one charging process at an IONITY charging point every six (6) months from the initial registration of your new all-electric Genesis vehicle. If you do not charge on the IONITY network for a longer period of time, the IONITY subscription associated with the Genesis Charge Pass will automatically expire and cannot be reactivated afterwards. However, the usability of the IONITY charging network independent of the benefits of the subscription and all other functions of the Genesis Charge Pass are not affected by this.
- 3.4 In all other respects, the provision and use of the charging points shall be governed by the General Terms and Conditions of Shell Recharge Solutions.



4. RESTRICTIONS ON USE

- 4.1 The Genesis Charge Pass with IONITY Advantage Rate is for you, the customer, only and is non-transferable. Use of your Genesis Charge Pass is only permitted in conjunction with your all-electric Genesis vehicle. Charging vehicles from other manufacturers with your Genesis Charge Pass is prohibited. In the event of charging of other manufacturers' vehicles using the Genesis Charge Pass, Genesis reserves the right to prohibit you from future access to the IONITY Advantage Rate.
- 4.2 Genesis is entitled to verify once a year - either electronically, by telephone or by post - proof of your status as the first purchaser of your all-electric Genesis vehicle. This is to ensure that only Genesis customers who have themselves purchased a new Genesis vehicle qualify for the IONITY Subscription or IONITY Advantage Rate. In the event that the Genesis Charge Pass is transferred to a third party, Genesis reserves the right to prohibit your future access to the IONITY Advantage Rate.

5. DATA PROTECTION

- 5.1 In order to verify your status as the first purchaser of your all-electric Genesis Vehicle, we will process required data - for example, your Genesis Customer ID, the PCID (Provisioning Certificate Identifier) required for billing the Services via the Shell Recharge Solutions App, Genesis Charge Pass ID and, where necessary, other vehicle-related information (such as the chassis number of your new Genesis Vehicle).
- 5.2 The collection, processing and use of personal data by us is carried out in accordance with the applicable statutory provisions and on the basis of the provisions of our privacy policy, which you can view and download [\[here\]](#).

6. LIMITATIONS OF LIABILITY

- 6.1 We are not liable for any information, actions or services provided by Shell Recharge Solutions.
- 6.2 We also make no representation whatsoever as to, and accept no responsibility for, the suitability, availability or quality of the services offered by Shell Recharge Solutions.
- 6.3 As we act solely as an agent in relation to the services offered by Shell Recharge Solutions, we shall not be liable for any claims or damages whatsoever arising out of any legal relationship between you and Shell Recharge Solutions. Neither Shell Recharge Solutions nor IONITY are our agents. In particular, we are not liable for the creation or performance of the relevant contract between you and Shell Recharge Solutions.
- 6.4 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of any of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation and for any matter in respect of which it would be unlawful for us to exclude or restrict liability.



7. OTHER GENERAL PROVISIONS

- 7.1 Any statement or notice given by you or us under these terms and conditions will only be effective if made in writing (e.g. in text-form or by email). This formal requirement also applies in the event that you and we wish to agree a change to these terms and conditions. Oral declarations or agreements are not sufficient.
- 7.2 We may subsequently amend these terms and conditions (as well as the other documents referred to in them) as follows:
- a. At any time when the changes are substantially to your advantage or to reflect changes in relevant laws and regulations.
 - b. In all other cases, we will inform you in writing about the intended changes; this information will be given at least two (2) months before the date from which the changes are to apply to our terms and conditions. You can then contact us (using the contact details set out in clause 1.2) to terminate the terms and conditions before the change takes effect. If you have not notified us to the contrary by the date the changes take effect, we are entitled to assume that you agree to the changes (we will remind you again when we notify you of the proposed changes).
- 7.3 We may transfer our rights under these terms and conditions to our affiliated group companies. We will inform you in writing if this occurs and will ensure that your contractual rights are not affected by any such transfer.
- If you sell your Genesis vehicle, you may transfer these terms and conditions to the new owner. However, please note that the Genesis Charge Pass is only offered on a free of charge basis to the first purchaser of a new all-electric Genesis vehicle. Therefore, if you wish to transfer these terms and conditions to the new owner of your Genesis vehicle, the free of charge offer will come to an end and the new owner will be required to purchase a new subscription from Shell Recharge Solutions in order to continue to use the Genesis Charge Pass. You or the new owner will also need to pay an administration fee of £200, to cover the costs we will incur in making the transfer. Please note, we can require the new owner to prove you transferred the vehicle to them, for example by providing us with proof of transfer of car ownership.
- 7.4 These terms and conditions are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 7.6 If we do not provide the service you expect or if you think we have made a mistake, please let us know so that we can investigate and correct the matter. Please use the contact details set out in clause 1.2 if you wish to contact us about this. If you have a complaint about the Shell Recharge Solutions charging network, the IONITY charging network or any other service provided by Shell Recharge Solutions, you must contact Shell Recharge Solutions directly.
- 7.7 If any provision of our terms and conditions is or becomes invalid, you and we agree that the remaining provisions shall remain valid.

Status: November 2023