

Terms and Conditions - 7kW Medium-Speed Electric Vehicle Charging Stations

1. The Charging Station is managed and operated by Halo Energy Limited ("Halo Energy"). Electric vehicle charging services ("EV charging service") provided at or through the Charging Station are supplied solely by Halo Energy. For enquiries, please contact Halo Energy through WhatsApp +852 5506 2265.
2. The 7kW Medium-speed Electric Vehicle Charging Stations in Taikoo Place (the "Charging Station") refers to the Halo Energy charging stations located at the following parking spaces:
 - No. 24-25, 38-42, B3/F, Berkshire House
 - No. 3001-3013, 3112, 3060-3064, B3/F, Dorset House
 - No. 301-314, 338-348, 349-351, B3/F, FWD Tower
 - No. 432-436, 436A, 437, 437A, 438-440, B4/F, Lincoln House
 - No. 16-21, B2/F, One Island East (applicable to monthly parking users only)
 - No. 30-38, B3/F, One Taikoo Place
 - No. 301-310, 333-337, B3/F, Oxford House
 - No. 3014-3021, 3068-3073, B3/F, PCCW Tower, and
 - No. 81-99, B3/F, Two Taikoo Place

The locations of which may be changed by Swire Properties Management Limited (the "Company") and/or Halo Energy Limited ("Halo Energy") from time to time without prior notice.

3. Except for electric vehicles ("EV"), no vehicle shall be permitted to park in, occupy or use any parking space designated with an electric vehicle charging sign.

The Company reserves the right, at its sole discretion and without prior notice, to impound, remove, or otherwise deal with any Non-electric vehicle ("Non-EV") that is parked in, occupies or uses any EV parking space or charging facility in contravention of the Terms and Conditions or any applicable parking rules, regulations or signage.

Any Non-EV that is impounded or removed shall only be released upon full payment of (i) the administration fee prescribed by the Company and in force at the time of such impoundment or removal, and (ii) all outstanding parking fees, charges, costs and any other sums payable in respect of the vehicle.

4. The Charging Station user (the "User") acknowledges they have read, accepted and will fully comply with the "Terms and Conditions of EV Charging Station in Taikoo Place", Halo Energy's Electric Vehicles Charging Station User Manual, Halo Energy's Halo|theStation Terms and Legal Disclaimer, Halo Energy's Privacy Policy, Halo Energy's Terms and Conditions of Use and Taikoo Place Car Park regulations before using the charging station. (Collectively known as "the Terms and Conditions")
5. The User acknowledges they have accepted all relevant charges upon using the Charging Station. The scope of service and charges are subject to change without prior notice and at the discretion of the Company and Halo Energy.
6. The Company and Halo Energy do not guarantee charging power or charging speed, both of which may vary depending on factors including the electric vehicle model, supported charging capacity, vehicle configuration, battery settings, the battery's state of charge etc.
7. All payments will be processed through third-party payment service provider(s) designated by Halo Energy. By confirming the service details and completing a payment transaction, the User acknowledges and agrees that their payment card details and other payment-related information may be collected, processed, and stored by such third-party payment service provider(s) in accordance with their applicable terms and privacy policies. To the fullest extent permitted by applicable law, the Company and Halo Energy shall not be liable for any loss, damage, cost, or expense (including any indirect, incidental, special, or consequential loss) arising from or in connection with:
 1. any failure, delay, interruption, suspension, unavailability, or other restriction affecting the online payment process;
 2. any error, malfunction, downtime, or breakdown of the User's bank, card issuer, payment network, or payment processing mechanism; or

3. any other event, circumstance, or matter arising out of or relating to the use of, or reliance on, the online payment system or services provided by any third-party payment service provider; or
4. any unauthorised transaction, loss of data, data breach, system intrusion, cyberattack, fraudulent activity, or any other event beyond the reasonable control of the Company or Halo Energy.

The Company and Halo Energy are not the agents of any third-party payment service provider and shall not be responsible for, nor make any representation, warranty or undertaking (whether express or implied) in relation to, the services provided by any such third-party payment service provider, including without limitation its operation, availability, security, reliability or performance.

8. The User acknowledges, understands and agrees that the Halo Energy electric vehicle charging platform, mobile application, payment processing system, customer database, and all systems, software, technology platforms, data and ancillary services relating to the provision of charging are solely and exclusively controlled, managed and operated by Halo Energy.

Halo Energy App is developed, constructed, owned and operated by Halo Energy. All the App's information will be gathered, processed, saved, used and provided by the App Developer Halo Energy. Unless expressly provided otherwise, the Company is not the operator, manager or provider of the Halo Energy System and shall not be responsible for, and hereby disclaims any liability arising from or in connection with, the operation, availability, accessibility, functionality, performance or security of the Halo Energy System.

9. The User shall ensure that any personal information, login credentials, the usernames, passwords and other account information required to access the Halo Energy App are securely stored and kept confidential. The User shall take all reasonable measures to prevent any unauthorised access to or use of the User's account. The Company and Halo Energy shall not be liable for any loss, damage, cost or liability arising from any unauthorised use of the User's account.
10. The Company, the owner and the manager of the car park and their respective agents and employees will not, and shall be under no obligation to, verify the validity, effectiveness and operation of the Halo Energy App and the accuracy, validity and completeness of Halo Energy App's Information.
11. To the fullest extent permitted by applicable law, the Company, the owner and manager of the Car Park, and their respective agents, employees and contractors shall not be liable for any loss, damage, injury, claim, liability, cost or expense whatsoever suffered by the User or any other person, or sustained by any vehicle or other property, arising out of, relating to, or in connection with: (a) any defect, failure, suspension, interruption, unavailability, damage or malfunction of the Halo Energy App, the Halo Energy Platform or any charging card issued by Halo Energy; (b) any delay, error, discrepancy, inaccuracy or incompleteness of any information made available through the Halo Energy App or the Halo Energy Platform; or (c) any misuse, improper use, unauthorised use or loss of any charging card issued by Halo Energy.
12. Halo Energy shall be the sole and independent Data User in respect of the personal data of Charging Station User and shall be solely responsible for the collection, holding, processing, use, storage, retention, transfer and disclosure of such personal data, as well as compliance with all applicable data protection, privacy and cybersecurity laws and regulations, including, without limitation, the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

The User acknowledges, understands and agrees that the Company does not own, control, manage, hold, store or maintain any personal data of charging station User and shall have no right to access, view, use, process or otherwise handle Halo Energy's customer database or any personal data contained therein.

Except to the extent required by applicable law, the Company shall have no responsibility or liability whatsoever in respect of any collection, holding, processing, use, storage, retention, transfer, disclosure or other handling of personal data by Halo Energy or its agents, contractors, service providers or affiliates. The Company shall not be liable for any loss, damage, liability, claim, penalty, fine, cost or expense arising directly or indirectly out of or in connection with any such acts, omissions, policies, practices or non-compliance.

For the avoidance of doubt, any request relating to personal data, including requests for access, correction, deletion, retention, transfer, direct marketing preferences or the exercise of any rights of a data subject, shall be directed to and handled solely by Halo Energy.

Nothing in these Terms shall operate to exclude, restrict or limit any liability, obligation or duty which cannot lawfully be

excluded, restricted or limited under applicable law.

13. The Charging Station shall only be used for charging EV that is duly registered, licensed (where applicable) and authorised for road use in Hong Kong in accordance with all applicable laws and regulations of the Hong Kong Special Administrative Region and the requirements of the relevant governmental or regulatory authorities.
14. The Company is not a party to, and has no involvement in, any agreement or contractual arrangement between the User and Halo Energy, and shall not be responsible for the formation, performance, administration or enforcement of any such agreement or arrangement.
15. The User accepts full responsibility for any risks associated with the charging service provided by Halo Energy.
16. To the fullest extent permitted by applicable law, the Company shall not be liable for any loss, damage, cost, expense, claim or liability arising from or in connection with any interruption, inconsistency, defect, failure, malfunction or unavailability of the charging services, any damage to vehicles or other property, or any other matter relating to the provision, operation or use of the charging services.
17. The User shall vacate and remove its EV from the EV charging space immediately upon the expiry of the applicable charging session. Failure to do so shall constitute an improper occupation of the EV charging space. In such circumstances, the Company reserves the right, at its sole discretion and without prior notice, to impound, remove, or otherwise deal with the EV in accordance with the Terms and Conditions.

Any EV that is impounded or removed shall only be released upon full payment of (i) the applicable administration fee in force at the relevant time, and (ii) all outstanding parking fees, charging fees, overstay fees, and any other sums payable in respect of such EV.

18. To the fullest extent permitted by applicable law, the Company shall not be liable for any loss, damage, cost, expense, charge or liability arising out of or in connection with the impoundment or removal of any EV and Non-EV, including without limitation any additional charging fees, post-charge fees, parking fees, service charges, loss of charging time, inconvenience, loss of use of the EV, or any consequential or indirect loss suffered by the owner and/or user of vehicle.
19. To the fullest extent permitted by applicable law, the Company shall not be responsible for, and shall not incur any liability in respect of, any delays, errors, omissions, interruptions or failures in the provision of the charging services, or any loss, damage, cost, expense, claim or liability arising out of or in connection with the failure, malfunction, interruption, overload, unauthorised access to, or unavailability of any charging equipment, machine, server, network, telecommunications system, software, hardware or other systems beyond their reasonable control.
20. The Charging Station is available on a first-come, first-served basis. Neither the Company nor Halo Energy represents, warrants or guarantees that any Charging Station will be available for use at any particular time or location. The Company and Halo Energy reserve the right to suspend, restrict, interrupt or withdraw the availability of any Charging Station from time to time without prior notice and shall not be liable for any loss, damage, cost, expense or inconvenience arising from or in connection with the unavailability of any Charging Station.
21. The User shall take proper safety precautions against loss of or damage to their vehicles and any goods, articles or appliances inside or outside their vehicles.

To the fullest extent permitted by applicable law, the Company and Halo Energy shall not be liable for any loss of or damage to any vehicle, or any accessories, fixtures, fittings, equipment, contents or property therein, whether arising before, during or after the use of the Charging Station, including any loss or damage arising from theft, vandalism, accident, fire, acts of third parties or any other cause.

Neither the Company nor Halo Energy assumes any responsibility for the safekeeping, security or condition of any vehicle or property while located within or in the vicinity of the Charging Station.

22. To the fullest extent permitted by applicable law, the Company and Halo Energy shall not be liable for any loss, damage, cost, expense, claim, liability or other consequence arising directly or indirectly out of or in connection with the use of, inability to use, or use of any parking space, Charging Station or EV charging service.

The owner and/or user of the vehicle shall assume all risks arising from the use of any parking space, Charging Station or EV

charging service, and shall indemnify, defend and hold harmless the Company, the owner and manager of the Car Park, Halo Energy, the Company and Halo Energy's respective directors, officers, employees, agents and contractors, against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs and expenses, administration fee (including legal costs on a full indemnity basis) arising out of or in connection with the use of such parking space, Charging Station or EV charging service, or any breach of these Terms and Conditions.

Without limiting the generality of the foregoing, such claims, losses, damages, liabilities, costs and expenses shall include, without limitation, personal injury, death, loss of or damage to property, loss of use, loss of data, loss of profits, loss of revenue, loss of business, business interruption, loss of goodwill, and loss of confidential or other information.

Nothing in these Terms and Conditions shall operate to exclude or restrict any liability which cannot lawfully be excluded or restricted under applicable law.

23. The User is solely responsible for ensuring that its EV is charged safely and in accordance with all applicable instructions. The User shall take all reasonable precautions to avoid any danger, nuisance, injury to persons or damage to property arising from or in connection with its use of the Charging Station.

The User must ensure that its EV and battery are in good and safe condition, that its EV is compatible with the relevant Charging Station, and that the charging cable is properly disconnected and stored after charging.

The User must not overcharge its EV or disconnect the charger during an active charging session except in accordance with the applicable User Manual.

The User shall be liable for, and shall indemnify and keep indemnified the Company and Halo Energy against, all losses, damages, liabilities, claims, costs and expenses, administration fee (including legal costs on a full indemnity basis) arising out of or in connection with any breach of the Terms and Conditions or improper use of the Charging Station, including the costs of inspection, repair, replacement, reinstatement and loss of functionality of any Charging Station or related equipment. The Company and Halo Energy reserve all rights to recover such losses and pursue any available legal remedies.

24. To the fullest extent permitted by applicable law, the Company and Halo Energy shall not be liable for any loss of, damage to, or theft of any vehicle or any property of any person, or for any personal injury, death, loss, damage, cost or expense arising out of or in connection with the use of the Car Park, EV parking spaces, Charging Station or EV charging services.

Without limiting the generality of the foregoing, the Company and Halo Energy shall not be liable for any loss, damage, cost or expense caused by or arising from the acts, omissions, negligence, default or misconduct of any person, the operation of any equipment, system or facility within the Car Park, the condition of the Car Park, its structures, roads, fixtures, fittings, equipment or installations, or the acts or omissions of any third party, vehicle or other cause whatsoever.

The owner and/or user of the vehicle parked in the Car Park shall do so entirely at his/her own risk and shall be solely responsible for any loss, damage, liability, claim, cost or expense arising therefrom. The owner and/or user of the vehicle shall indemnify and keep indemnified the Company and Halo Energy against any and all claims, liabilities, losses, damages, costs and expenses arising out of or in connection with the parking, use or operation of the vehicle within the Car Park.

Nothing in these Terms and Conditions shall exclude or restrict any liability that cannot lawfully be excluded or restricted under applicable law.

25. The Company and Halo Energy reserve the right, at any time and from time to time, to modify, suspend or terminate the operation of any Charging Station, or to amend the Terms and Conditions governing the use of the Charging Stations, without prior notice. No refund of parking fees, charging fees or any other charges shall be made, and no compensation of any kind shall be payable to the User. The Company and Halo Energy shall have no liability whatsoever to the User or any other person arising out of or in connection with any such modification, suspension, termination or amendment.

The User shall have no claim against the Company, the owner and manager of the Car Park, the Company and Halo Energy respective affiliates, agents, employees, officers or contractors in respect of any loss, damage, liability, cost or expense arising from, relating to, or in connection with any such modification, or arising from the installation or use of the Halo Energy App, reliance on any information provided through the Halo Energy App, or the use of charging card issued by Halo Energy.

26. All payments made for use of the Car Park are non-refundable.

TAIKOO PLACE

27. In case of a dispute, the Company and Halo Energy reserve the right of final decision on all related matters.
28. The Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region, and the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.
29. The Company and/or Halo Energy reserve the right to end, modify, or revise these terms and conditions without prior notice.
30. In the event of any inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.

條款及細則 — 7kW中速電動車充電站

1. 充電站由希路能源有限公司（簡稱「希路能源」）管理及營運。於充電站內或透過充電站提供之一切電動車充電服務均由希路能源獨立提供。如有疑問，請透過WhatsApp +852 55062265 與希路能源聯絡。

2. 太古坊7kW中速電動車充電站（簡稱「充電站」）指位於以下車位之充電站：

- 栢克大廈B3樓：24至25號、38至42號車位
- 多盛大廈B3樓：3001至3013號、3112號及3060至3064號車位
- 富衛中心B3樓：301至314號、338至348號及349至351號車位
- 林肯大廈B4樓：432至436號、436A號、437號、437A號及438至440號車位
- 港島東中心B2樓：16至21號車位（只供月租客使用）
- 太古坊一座B3樓：30至38號車位
- 濠豐大廈B3樓：301至310號及333至337號車位
- 電訊盈科中心B3樓：3014至3021號及3068至3073號車位
- 太古坊二座B3樓：81至99號車位

太古地產管理有限公司（簡稱「本公司」）及/或希路能源有限公司（簡稱「希路能源」）可不時更改有關位置而毋須事先通知。

3. 除電動車外，任何車輛均不得停泊、佔用或使用設有電動車充電標誌之停車位。

本公司有權按其絕對酌情權及毋須事先通知，扣押、移走或以其他方式處理任何違反本條款及細則、適用停車場規則、規例或現場標示而停泊於、佔用或使用任何電動車停車位或充電設施之非電動車。

任何被扣押或移走之非電動車，僅可於有關車主或使用者全數繳付：(i) 本公司於扣押或移走當時所訂明及生效之行政費用；及 (ii) 該車輛應付之所有未繳停車費、收費、相關成本及其他應付款項後，方獲發還。

4. 充電站之用戶（簡稱「用戶」）確認並同意，其於使用電動車充電站前，已閱讀及接受《太古坊電動車充電站使用條款及細則》、希路能源《電動車充電站使用指南》、希路能源《Halo|theStation 使用條款及免責聲明》、希路能源《私隱政策》、希路能源《使用條款及細則》及太古坊停車場規則，並承諾全面遵守上述文件之所有條款及規定。（統稱「條款及細則」）

5. 用戶使用充電站，即表示其確認及同意受所有適用收費安排約束，並須按時繳付因使用充電站及相關服務而產生之一切收費、費用及其他應付款項。

本公司及希路能源有權不時因任何原因調整服務範圍及充電服務收費，而毋須事先通知。

6. 本公司及希路能源概不保證任何特定之充電功率或充電速度，而實際充電功率及充電速度可能受多項因素影響，包括但不限於電動車型號、車輛所支援之充電容量、車輛配置、電池設定、電池電量狀況。

7. 所有付款均由希路能源所指定之第三方支付服務供應商處理。用戶於確認服務資料及完成付款交易後，即表示其確認、知悉並同意，其付款卡資料及其他與付款相關之資料，可能由該等第三方支付服務供應商根據其適用之條款及細則以及私隱政策收集、使

用、處理、傳輸及儲存。

在適用法律容許之最大範圍內，就因下列任何情況而引致或與之相關之任何損失、損害、責任、申索、費用或開支（包括但不限於任何間接、附帶、特殊、懲罰性或相應而生之損失），本公司及希路能源概不承擔任何責任：

1. 任何影響網上付款程序之故障、延誤、中斷、暫停、無法使用或其他限制；
2. 用戶之銀行、信用卡或扣帳卡發卡機構、支付網絡、支付平台或支付處理機制出現之任何錯誤、故障、失靈、停頓或中止服務；或
3. 因使用、依賴或無法使用網上付款系統，或任何第三方支付服務供應商所提供之服務而產生，或與之相關之任何其他事件、情況、作為、不作為或事宜；或
4. 任何未經授權之交易、資料遺失、資料外洩、系統入侵、網絡攻擊、欺詐行為或其他非本公司或希路能源合理控制範圍之事件。

本公司及希路能源並非任何第三方支付服務供應商之代理人，亦不就該等第三方支付服務供應商所提供之服務、其運作、可用性、安全性或表現作出任何明示或默示之陳述、保證或承諾。

8. 用戶確認、知悉及同意，希路能源電動車充電平台、流動應用程式、付款處理系統、客戶資料庫，以及與提供充電服務有關之一切系統、軟件、技術平台、數據及配套服務均由希路能源全權控制、管理及營運。

希路能源應用程式由希路能源開發、建構、擁有及操作，而所有應用程式資料均由應用程式開發商希路能源收集、處理、存檔、使用及提供。

除另有明文規定外，本公司並非希路能源系統之營運商、管理人或服務供應商，亦毋須就希路能源系統之運作、可用性、效能、安全性或表現承擔任何責任。

9. 用戶須自行負責保管其用於登入希路能源應用程式之任何個人資料、登入憑證、用戶名稱、密碼及其他帳戶資料，並須確保該等資料妥善保密及安全保存。用戶亦須採取一切合理預防措施，以防止任何未經授權人士使用、存取或操作其希路能源應用程式帳戶。因用戶未能遵守上述責任而引致或與之相關之任何損失、損害、費用、申索或責任，本公司及希路能源概不承擔任何責任。
10. 本公司、停車場的擁有人和管理人，以及其各自的代理人 and 僱員概無義務核實希路能源應用程式的有效性、效用及操作，以及希路能源應用程式資料的準確性、有效性及完整性。
11. 本公司、停車場的擁有人和管理人，以及其各自的代理人 and 僱員，均不會就因(a)希路能源應用程式或希路能源平台或希路能源發出的充電卡出現任何缺陷、故障、暫停、損壞、中斷或機能失常，或(b)應用程式資料的任何延誤、錯誤、抵觸、不準確或不完整，或(c)用戶錯誤或不當使用希路能源發出的充電卡所導致或產生或關連到用戶或任何其他人士或任何車輛或其他財物出現任何損失、受傷或損害，而承擔任何責任。
12. 希路能源為充電站用戶個人資料之唯一及獨立資料使用者，並須就該等個人資料之收集、持有、處理、使用、儲存、保留、轉移及披露，以及遵守所有適用之資料保障、私隱及網絡安全法律及法規（包括但不限於《個人資料（私隱）條例》（香港法例第486章））獨自承擔責任。

用戶確認、知悉及同意，本公司並不擁有、控制、管理、持有、儲存或維護任何充電站用戶之個人資料，亦無權查閱、存取、使用、處理或以其他方式接觸希路能源之客戶資料庫或其中所載之任何個人資料。

除適用法律另有規定外，本公司毋須就希路能源或其代理人、承辦商、服務供應商或關聯人士收集、持有、處理、使用、儲存、保留、轉移、披露或以其他方式處理任何個人資料之行為、遺漏、政策、做法或違規事項承擔任何責任。對於因上述事項而直接或間接引致或與之相關之任何損失、損害、責任、申索、罰款、處罰、費用或開支，本公司概不承擔任何責任。

為免生疑問，任何有關個人資料之查閱、更正、刪除、資料保存、資料轉移、直接促銷或其他資料當事人權利之要求，均應直接向希路能源提出並由希路能源處理。

本條款任何內容均不應被解釋為排除、限制或免除任何依據適用法律不得被排除、限制或免除之責任、義務或法律責任。

13. 充電站僅供符合香港特別行政區適用法律及法規，以及相關政府部門或監管機構不時訂明之要求，並已妥為登記、領牌（如適用）及獲授權在香港道路上使用之電動車使用。
14. 本公司並非充電站用戶與希路能源之間任何協議的訂約方，亦不參與該等協議的訂立、履行或管理。
15. 用戶同意並承擔因使用希路能源所提供服務而產生的一切風險及責任。
16. 除適用法律另有規定外，本公司毋須就充電服務之提供、營運、表現、中斷、故障、失靈、安全性或可用性，以及因此而產生或與之相關之任何損失、損害、費用、申索或責任承擔任何責任。
17. 用戶須於適用充電時段屆滿後立即騰空及駛離其電動車充電車位。倘用戶未有遵守上述規定，即構成不當佔用電動車充電車位。在該等情況下，本公司有權按其絕對酌情權及毋須事先通知，根據本條款及細則扣押、移走、或以其他方式處理有關電動車。

任何被扣押或移走之電動車，僅可於有關車主或使用者的全數繳付：(i) 當時適用之行政費用；及 (ii) 所有未繳付之停車費、充電費、超時佔用費及其他應付款項後，方獲發還。
18. 在適用法律允許之最大範圍內，本公司毋須就因扣押、移走、或以其他方式處理任何電動車或非電動車而直接或間接引致或與之相關之任何損失、損害、費用、開支或責任承擔任何責任，包括但不限於任何額外充電費、充電完成後逾時收費、停車費、服務費、充電時間損失、車輛使用損失、不便損失，或任何相應而生或間接產生之損失。
19. 在適用法律允許之最大範圍內，本公司毋須就充電服務之任何延誤、錯誤、遺漏、中斷、故障、失靈、無法提供或服務表現下降承擔任何責任，亦毋須就因任何充電設備、機器、伺服器、網絡、電訊系統、軟件、硬件或其他支援基礎設施之故障、失靈、中斷或無法使用而直接或間接引致或與之相關之任何損失、損害、費用、開支、申索或責任承擔任何責任。
20. 充電站以先到先得形式提供使用。本公司及希路能源均不就任何充電站於任何時間或地點可供使用作出任何明示或默示之陳述、保證或擔保。本公司及希路能源保留權利可不時暫停、限制、中斷或停止任何充電站之服務，而毋須事先通知，且毋須就任何充電站未能提供、無法使用或供應中斷而引致或與之相關之任何損失、損害、費用、開支或不便承擔任何責任。
21. 用戶須作出妥善預防措施，避免其車輛遭遇損毀，或車輛內外的任何財產、物件或器材出現損失。

在適用法律允許之最大範圍內，本公司及希路能源毋須就任何車輛或其任何配件、裝置、設備、附屬物品、車內財物或其他財產

於使用充電站前、使用期間或使用後之任何遺失、損毀或損壞承擔任何責任，包括因盜竊、惡意破壞、意外事故、火災、第三者行為或任何其他原因所引致之損失或損害。

本公司及希路能源均不就任何位於充電站內或其附近之車輛或財物之保管、安全、保安或狀況承擔任何責任。

22. 在適用法律允許之最大範圍內，本公司及希路能源毋須就因使用、無法使用或與使用任何停車位、充電站或電動車充電服務有關而直接或間接引致之任何損失、損害、費用、開支、申索、法律責任或其他後果承擔任何責任。

車輛擁有人及 / 或使用者須自行承擔因使用任何停車位、充電站或電動車充電服務而產生之一切風險，並須就其使用有關停車位、充電站或電動車充電服務，或違反本條款及細則而引致或與之相關之一切申索、要求、訴訟、法律程序、損失、損害、責任、費用及開支、行政費（包括按全數彌償基準計算之法律費用），向本公司、停車場的擁有人和管理人、以及本公司及希路能源其各自之董事、職員、僱員、代理人及承辦商作出彌償，並使其免受損害。

在不限制前述條文一般性原則下，有關申索、損失、損害、責任、費用及開支包括但不限於人身傷亡、死亡、財產損失或損壞、使用損失、數據損失、利潤損失、收入損失、業務損失、業務中斷、商譽損失，以及機密資料或其他資料之遺失。

本條款及細則任何內容均不得被解釋為排除或限制任何根據適用法律不得被合法排除或限制之責任。

23. 用戶須全權負責確保其電動車充電過程安全進行，並採取一切合理預防措施，以避免因使用充電站而引致任何危險、滋擾、人身傷害或財物損失。

用戶必須確保其電動車及電池處於良好及安全狀態，並與相關充電站兼容；以及於充電完成後將充電電纜妥善拔除及存放。

用戶不得為其電動車過度充電，亦不得於充電過程中拆除或拔除充電設備，惟按照適用的使用指南所訂程序進行者除外。

如用戶違反本條款及細則或不當使用充電站，用戶須就因此引致或與此相關之一切損失、損害、責任、申索、費用及開支、行政費（包括按全數彌償基準計算之法律費用）承擔責任，並須向本公司及希路能源作出彌償及使其持續獲得彌償。該等損失、損害、費用及開支包括但不限於任何充電站、充電設備或相關設施之檢查、維修、更換、復原及功能受損之費用。本公司及希路能源保留追討上述損失及採取一切可行法律行動之權利。

24. 在適用法律允許之最大範圍內，本公司及希路能源毋須就任何車輛或任何人士之財物之遺失、損毀、損壞或失竊，或因使用停車場、電動車停車位、充電站或電動車充電服務而引致或與之相關之任何人身傷害、死亡、損失、損害、費用或開支承擔任何責任。

在不影響前述條文一般性原則下，本公司及希路能源毋須就因任何人士之作為、不作為、疏忽、失責或不當行為，任何停車場設備、系統或設施之運作，停車場之結構、道路、固定裝置、設備、裝設物或附屬設施之狀況，或任何第三方、車輛或其他原因所直接或間接引致之任何損失、損害、費用或開支承擔任何責任。

任何車輛擁有人及 / 或使用者於停車場停泊、使用或操作其車輛，均須自行承擔一切風險及責任。車輛擁有人及 / 或使用者須就因其車輛於停車場內停泊、使用或操作而引致或與之相關之一切申索、法律責任、損失、損害、費用及開支，向本公司及希路能源作出彌償，並使其持續獲得十足及有效彌償。

本條款及細則任何內容均不得被解釋為排除或限制任何根據適用法律不得被合法排除或限制之責任。

25. 本公司及希路能源有權隨時和不時更改、暫停或終止充電站的運作，或修訂充電站的使用條款和細則，或限制停車場或其任何部分的使用（每項均簡稱為「修改」），事前不會給予任何通知或向用戶退還任何泊車費用和/或其他收費或給予任何其他賠償，也不會對用戶或任何其他人士承擔任何責任。

用戶不可就因任何修改而產生，或以任何方式與任何修改有關，或因安裝希路能源應用程式及使用和/或依賴應用程式資料或使用希路能源發出的充電卡而出現的任何損失、損害、責任、成本和開支，對本公司、停車場的擁有人和管理人，以及本公司及希路能源其各自的代理人和僱員提出任何索償。

26. 所有為使用停車場而支付的款項均屬不可退還。

27. 如有任何爭議，本公司及希路能源保留所有相關事宜的最終決定權。

28. 本條款和細則受香港特別行政區法律所管轄，各方均同意接受香港法院的非專屬司法管轄權。

29. 本公司及/或希路能源保留權利隨時終止、更改、修訂或補充各項條款及細則，而毋須事先通知。

30. 如本條款及細則之英文版本與中文版本之間有任何不一致、歧異或抵觸之處，概以英文版本為準。