

## The Electric Vehicle Charging Stations – Terms & Conditions

1. The Electric Vehicle (EV) Charging Stations are provided by MTR Corporation Limited (hereinafter referred to as “the Corporation”) for use by EVs in Hong Kong which are properly licensed and certified by the Government of the Hong Kong Special Administrative Region or its relevant agents.
2. The EV Charging Stations and Fee-paying EV Charging Services are supplied by “I-Charge (HK)” and “E-Charge HK” (Third Party Suppliers), EV users must read, accept and follow the user guides given by the Third Party Suppliers before using the Charging Stations and Fee-paying Charging Services.
3. User must read and accept the “Terms and Conditions for Electric Vehicle Charging Station” before using the Charging Station.
4. The designated parking spaces with the EV Charging Stations are only for EV charging. Unauthorized parking may result in the vehicle being impounded or the Corporation will take appropriate action as it deems fit. The impounding fee is HK\$320, and the fee is subject to change without prior notice.
5. Charging is only allowed for EV parked at the designated parking space, and user should not park in other parking areas to use the EV Charging Station.
6. Upon completion of charging, the user should remove the plug from the EV’s charging port and place it back into its holder on the Charging Station or remove the personal charging cord from the Charging Station, subject to the design of Charging Stations, and drive off the EV from the designated parking space within a 15-minute grace period. Otherwise, a post-charging fee will be imposed for occupying the Charging Station.
7. The actual charging speed may vary depending on the vehicle model, power rating of the on-board charger, charging protocol and configurations, and the battery conditions of the EV. The Charging Station does not guarantee a specific charging speed for any given vehicle.
8. The charging service adopts an energy-based charging mode, with each unit at 1kWh. Any charging service of less than 1kWh is considered as 1kWh. The fee for EV charging service will be based on the actual energy consumption and charging duration, as determined by the system records provided by the Third Party Suppliers.
9. Charging Station users are responsible for ensuring safe charging to prevent injury and property damage. In particular, the user must guarantee that:
  - 9.1 the EV is in good and safe conditions and suitable for use with the Charging Station;
  - 9.2 the charging cord for EV charging is intact;
  - 9.3 the charging cord has been safely plugged into the EV charging port before charging and the positioning of the cord does not create a tripping hazard to other persons;
  - 9.4 the charging plug has been disconnected from the EV charging port and properly placed it back into its holder or stored in the EV before driving off; and

- 9.5 no smoking is allowed in the car park. Any offence will result in being forbidden from using the Charging Stations and/or entering the car park.
10. The user shall indemnify all claims and liabilities for damage to property or injury or death of any person arising out of incorrect or unreasonable use of the EV Charging Station.
11. The Corporation will not be liable for any destruction of or damage to any motor vehicle or any of its accessories, fixtures, fittings or contents (whether such destruction or damage is caused by the negligence, omission, default or act of the Owners/the Manager or any other party otherwise) at any time whilst which motor vehicle is in use of and/or after the use of the EV Charging Stations in this Car Park.
12. The Corporation will not be liable (whether arising under statute, at Common Law or otherwise) for any liability and consequence caused by the use of EV Charging Stations and Fee-paying EV Charging Services. The user of any motor vehicle shall be solely liable for and shall hold the Owner/the Manager absolutely free and harmless from any such liability.
13. The EV Charging Station is available on a first-come first first-served basis. The Corporation does not guarantee the availability of the EV Charging Stations for the owner and/or user of any EV.
14. User agrees that the Corporation shall be entitled, at any time without notice, to restrict the use of the EV Charging Stations. In the event of any disputes on the availability and use of the EV Charging Stations, the Corporation and the Third Party Suppliers have the right of final decision.
15. The Corporation and the Third Party Suppliers have the right to modify or amend the terms and conditions for EV Charging Stations and Fee-paying Charging Services at any time without notice.
16. If there is any inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.