



TERMS OF BUSINESS FOR USE OF DIODE CHARGE PLATFORM

By using the Diode Charge Platform, you are entering into a legally binding agreement with **Diode Group Limited**, T/A Diode, incorporated and registered in England and Wales with company number 12108768, whose registered office at Brackenfield House, Holton Road, Nettleton, Lincolnshire, LN7 6AW, United Kingdom ("**Diode**").

If you are using the Diode Charge Platform on behalf of a business, "**you**" means that business. If you are using the Diode Charge Platform in your personal capacity (including where you are an employee of a business using the Diode Charge Platform in your personal capacity), "**you**" means you in your personal capacity.

Please read these terms and conditions ("**Terms**") carefully. Some of the Terms may or may not apply to you, depending on whether you are a business, an employee or a consumer. This is clarified in the Terms.

You are interested in assessing the suitability of one or more electric vehicles for your home or business use. The Diode Charge Platform allows you enter certain criteria, produce EV Readiness Reports and be connected with an Installer to carry out Installation Services. You agree that Diode will allow you to use the Diode Charge Platform and provide certain services to you, subject to the terms and conditions of these Terms.

AGREED TERMS

1. Interpretation and definitions

The definitions and rules of interpretation in clause 28 shall apply in these Terms.

2. How the Diode Charge Platform works

2.1 The Diode Charge Platform is an intuitive, easy-to-use, web-based software platform which can be used by various categories of User. The Diode Charge Platform analyses your electric vehicle charging requirements, based on parameters specified by you. In particular:

- (a) it allows you to enter various information and data, including Your Data;
- (b) if you are a Business, it allows you to:
 - (i) enter information and data on:
 - (A) the individual site locations within your business;
 - (B) your employees; and
 - (C) your fleet and operational vehicles;
 - (ii) invite your employees to complete an EV Readiness Assessment and Homecharge Assessment;
 - (iii) view an Infrastructure Recommendation for each of their sites calculated from the information and data input by the business and its employees;
 - (iv) create a Quote Request and tender for Charging Points and associated hardware, together with Installation Services;

- (v) receive and accept quotes from Installers, so that you can contract directly with them for Installation Services; and
 - (vi) Be introduced to Installers to carry out the Installation Services.
- (c) if you are a Consumer or Employee, it allows you to:
- (i) to conduct an EV Readiness Assessment;
 - (ii) conduct a Homecharge Assessment;
 - (iii) view a tailored EV Readiness Report;
 - (iv) view prices for fully installed Home chargers;
 - (v) be introduced to Installers to carry out Installation Services as required.

3. **Your commitments**

3.1 You confirm that you have, and will continue to have, any and all necessary permissions and consents in order to:

- (a) install the Charging Points at Your Business Address(es) (if you are a business); and
- (b) install the Domestic Charging Point at Your Residential Address (if you are an employee or consumer).

3.2 The Installer may require additional assurances from you in relation to the Installation Services. Those will be set out in the Installation Contract.

4. **Licences and Intellectual Property Rights**

4.1 **Licence from Diode.** Diode grants to you a royalty-free, limited, non-exclusive, non-transferable, revocable right and licence, without the right to sublicense, to access and use the Diode Charge Platform solely for the purpose of generating EV Readiness Reports, connecting with Installers and any ancillary services agreed from time to time. You further agree that you will not, except to the extent expressly permitted by these Terms or lawfully permitted pursuant to applicable law:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Diode Charge Platform in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Diode Charge Platform.

4.2 **Responsibility for your employees, etc.** This clause 4.2 only applies to you if you are a business. You are responsible for all acts and omissions of any person using the Diode Charge Platform on your behalf (including your employees, service providers or agents). You shall indemnify and hold Diode harmless against any loss or damage which Diode may suffer or incur as a result of any such use by such person of the Diode Charge Platform.

4.3 **Platform Intellectual Property Rights.** You acknowledge and agree that Diode and its licensors own all Intellectual Property Rights in the Diode Charge Platform and any associated documentation and other materials. Except as expressly stated in these Terms, these Terms do not grant you any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Diode Charge Platform, documentation or other materials.

5. **Updates, upgrades, maintenance and support**

5.1 **Changes to the Diode Charge Platform.** Diode may, from time to time, make changes to the Diode Charge Platform to:

- (a) improve, update or upgrade existing functionality or services;
- (b) introduce new functionality or services;
- (c) reflect changes to technology or market practice; or
- (d) ensure that the Diode Charge Platform remains compliant with all applicable laws, legal obligations or regulations.

6. **Availability of the Diode Charge Platform**

6.1 **Availability of the Diode Charge Platform.** Diode will use reasonable endeavours to make the Diode Charge Platform available during Normal Business Hours, subject to any emergency or scheduled maintenance.

6.2 **When the Diode Charge Platform might not be available.** Diode shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Diode Charge Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. **Suspension**

7.1 **Suspension.** Diode may, without prejudice to any other rights or remedies available to it, suspend your access to, or use of, the Diode Charge Platform in whole or in part immediately on notice to you if:

- (a) you have failed to pay any amounts due to Diode in accordance with clause 9;
- (b) you are otherwise in breach of your obligations under these Terms;
- (c) there is an attack on the Diode Charge Platform or if Your Data is accessed or manipulated by a third party without your consent;
- (d) Diode is required by applicable law to suspend your access to, or use of, the Diode Charge Platform; or
- (e) Diode reasonably believes that the suspension of the Diode Charge Platform is necessary to protect its infrastructure, network or the use of the Diode Charge Platform by other customers because of a threat to the security, integrity or use of the Diode Charge Platform.

7.2 **Re-establishing access to the Diode Charge Platform.** Diode shall use reasonable endeavours to re-establish or permit access to the Diode Charge Platform as soon as possible following Diode's determination that the cause of the suspension has been resolved.

7.3 **Diode's liability.** Subject to clause 13, Diode shall have no liability whether under these Terms or at law to you for any exercise of its rights pursuant to this clause 7.

8. **Contractual relationships with Installers**

8.1 Following production of an EV Readiness Report, if you wish to take Installation Services, you and the Installer must enter into the Installation Contract before any Installation Services are carried out. The parties understand and acknowledge that Diode is not liable to you for any loss or damage which you may suffer or incur under or in connection with the Installation Services, including, but not limited to:

- (a) any claim arising out of, or in connection with, the supply, non-supply or defective supply of the Installation Services; or
- (b) breach or default of the Installer under the Installation Contract.

9. **Deposits and Charges**

9.1 **When Charges accrue.** You will be charged as follows:

- (a) if you are a business, you will:
 - (i) incur a charge (which may be discounted – see clause 9.2(a)) each time an employee generates an EV Readiness Report. This charge is called a **Business Fee**; and
 - (ii) if you enter into an Installation Contract, be required to pay the Installer the charges agreed under that contract.
- (b) if you are a consumer:
 - (i) you will not incur any charges for generating an EV Readiness Report;
 - (ii) you will, if you enter into an Installation Contract, be required to pay the Installer the charges agreed under that contract; and

9.2 **Charges may be discounted.** If:

- (a) you are a business, some or all of the Business Fee may be met by a Third Party; and
- (b) any discounts apply to any Charges, Diode will calculate and apply such discount, and any outstanding Charges are payable by the business or the business on behalf of its employees.

9.3 **Pre-authorisation of Business Fees.** Depending on the level of discount applied, as set out in clause 9.2, a business may need to pre-authorise payment for when charges accrue as set out in clause 9.1(a). A ledger of the number of EV Readiness Reports created will be kept by Diode, and charged against the pre-authorisation at the end of each month.

9.4 **Taxes.** All sums payable under these Terms:

- (a) are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question; and
- (b) shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee.

10. **Compliance**

Compliance. Each party shall at its own expense comply with all laws and regulations relating to its activities under these Terms, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

11. Confidentiality

11.1 **Obligations of confidentiality.** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or of any member of the group of companies to which the other party belongs), except as permitted by clause 11.3.

11.2 **Passwords and access details.** You will keep confidential and not share with any third party your password or access details to the Diode Charge Platform.

11.3 **Confidentiality exceptions.** Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;
- (b) in the case of Diode, and subject to the terms of Diode's privacy policy referred to in clause 12:
 - (i) to its suppliers who need to know such information and data to carry out relevant services; and
 - (ii) to its partners who may wish to contact an employee or consumer with relevant offers on products and/or services they might be interested in; and
- (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.4 **Limited use of confidential information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms.

12. Data protection

How we may use your personal information. We will only use your personal information as set out in our [Privacy Policy](#).

13. Limitation of liability

13.1 **Unlimited liability.** Nothing in these Terms shall limit or exclude:

- (a) the liability of either party for:
 - (i) **Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (ii) **Fraud.** Fraud or fraudulent misrepresentation or wilful default; or
 - (iii) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability (it being recognised that what is lawful to exclude or restrict liability will differ if you are a consumer or a business); or

(b) (if you are a business) your liability for breach of clause 4.2.

13.2 **Exclusions and limitations of liability.** Subject to clause 13.1 above, and save as expressly and specifically provided in these Terms:

(a) if you are a business (including anything entered by your employees) or a consumer, you assume sole responsibility for the accuracy and sufficiency of Your Data, and any results you obtain from the use of the Diode Charge Platform, and for conclusions drawn from such use. Diode shall have no liability for any loss damage caused by errors or omissions in any information (including Your Data), instructions you provide to Diode in connection with the Diode Charge Platform, or any actions taken by Diode at your direction;

(b) if you are a business:

(i) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the greatest extent permitted by applicable law, excluded from these Terms;

(ii) the Diode Charge Platform and any associated documentation and other materials are provided to you on an "as is" basis;

(iii) neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(A) any loss of profit, sales, revenue, or business;

(B) loss of anticipated savings;

(C) loss of or damage to goodwill;

(D) loss of agreements or contracts;

(E) loss of use or corruption of software, data or information;

(F) any loss arising out of the lawful termination of these Terms or any decision not to renew its term; or

(G) any loss that is an indirect or secondary consequence of any act or omission of the party in question; and

(iv) the total liability of either party to the other in respect of all other loss or damage arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the aggregate sum of all fees paid and payable under these Terms. For the avoidance of doubt, your liability to pay the Charges (if any) shall not be subject to the cap under this clause 13.2(b)(iv); and

(c) if you are a consumer:

(i) Diode is not liable to you for business, as it is supplying goods and services to you for your domestic and private use. If you use Diode's goods and services for any commercial, business or re-sale purpose, Diode will have no liability to you

for any loss of profit, loss of business, business interruption, or loss of business opportunity; and

- (ii) the total liability of Diode to you, and you to Diode, in respect of all other loss or damage arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the aggregate sum of all fees paid and payable under these Terms.

13.3 **No limitations in respect of deliberate default.** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14. Termination

14.1 Diode may suspend your access to the Diode Charge Platform without liability at any time or terminate our agreement with you under these Terms without liability to you at any time if:

(a) being a business or a consumer:

- (i) where you are required to pay any amount under these Terms, you fail to pay any such amount on the due date for payment and remain in default not less than 21 days after being notified to make such payment;

- (ii) you commit a material breach of any other term of these Terms which is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 28 days after being notified to do so;

- (iii) you use the Diode Charge Platform:

- (A) in any way that breaches any applicable local, national or international law or regulation;

- (B) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; or

- (C) knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

(b) being a business:

- (i) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admits inability to pay your debts or (being a company or limited liability partnership) is deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;

- (ii) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors other than (being a company) for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;

- (iii) you apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986;
- (iv) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction;
- (v) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you (being a company);
- (vi) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- (vii) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;
- (viii) your creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (ix) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(b)(iii) to clause 14.1(b)(ix) (inclusive); or
- (x) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business.

14.2 **Termination for breach of compliance obligations.** Diode may terminate these Terms on notice with immediate effect if you are in material breach of your compliance obligations in clause 10.

15. **Consequences of termination**

15.1 On termination of these Terms for any reason:

- (a) all licences granted under these Terms shall immediately terminate and you shall immediately cease all use of the Diode Charge Platform and any associated documentation or other materials; and
- (b) Diode may destroy or otherwise dispose of Your Data in its possession, unless Diode receives, no later than 10 days after the effective date of the termination of these Terms, a written request for the delivery to you of the then most recent back-up of Your Data. Diode shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of Diode's receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). If you are a business, you shall pay all reasonable expenses incurred by Diode in returning or disposing of Your Data.

15.2 **Clauses to remain in force on termination.** On termination of these Terms, the following clauses shall continue in force: clause 1, clause 9.1 and clause 15 to clause 28 (inclusive).

15.3 **Accrued rights.** Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim

damages in respect of any breach of the agreement which existed at or before the date of termination.

16. **Disputes**

This clause shall apply only to you if you are a business.

16.1 Any dispute under these Terms shall be dealt with in accordance with the process set out in this clause 16, save that nothing in this clause shall prevent a party from seeking urgent interlocutory relief from a court.

16.2 Any dispute shall be referred to senior management representatives of each party, who shall attempt to resolve the dispute as soon as reasonably practicable, but in any event within 10 Business Days of receipt of notice of the dispute.

16.3 If senior management at each party is unable to resolve the Dispute within such period, the parties shall attempt to resolve the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and the language of the mediation will be English. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with the substantive law of England and Wales.

17. **Force majeure**

Diode shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (provided that you are notified of such an event and its expected duration), including, without limitation:

- (a) strikes, lock-outs or other industrial disputes (whether involving the workforce of Diode or any other party);
- (b) failure of a utility service or transport or telecommunications network;
- (c) act of God, war, riot, civil commotion or malicious damage;
- (d) compliance with any law or governmental order, rule, regulation or direction;
- (e) accident;
- (f) breakdown of plant or machinery;
- (g) fire, flood, storm;
- (h) default of suppliers or subcontractors; or
- (i) epidemic or pandemic.

18. **Variation**

18.1 Diode has the right to revise and amend these Terms from time to time on giving you at least 30 days' notice:

- (a) to reflect changes in relevant laws and regulatory requirements;

- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of Diode's services; and
- (c) to implement significant amendments to the Terms or Diode's services, provided that Diode will notify you and you may then contact Diode to end your use of the Diode Charge Platform.

19. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. **Rights and remedies**

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

21. **Severance**

21.1 **Deemed modification or deletion.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

21.2 **Obligation to negotiate compliance amendments.** If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **Entire agreement**

22.1 **Entire agreement.** These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 **No reliance on matters outside agreement.** Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

22.3 **Misrepresentation and misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

22.4 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

23. **Assignment**

23.1 You shall not, without the prior written consent of Diode, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

23.2 Diode may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

24. **No partnership or agency**

24.1 **No partnership or agency between the parties.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 **No agency on behalf of third party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. **Third party rights**

No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of its terms.

26. **Notices**

26.1 If you have any questions or complaints about the use of the Diode Charge Platform, please contact us. You can telephone our customer service team on (020 3488 2638), email at help@diode.energy or write to us at Brackenfield House, Holton Road, Nettleton, Lincolnshire, LN7 6AW.

26.2 For questions or complaints about an Installation Services that have been contracted, please contact your chosen Installer. For support with this you can telephone our customer service team on (020 3488 2638), email at help@diode.energy.

27. **Governing law and jurisdiction**

These Terms are governed by English law, and you can bring legal proceedings in the English courts. If you are a consumer and live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you are a consumer and live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

28. **Interpretation**

28.1 The following definitions and rules of interpretation apply in these Terms.

(a) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

(b) **Business Fee:** has the meaning given to it in clause 9.1(a).

(c) **Charges:** any amounts payable by you under these Terms.

(d) **Charging Point:** dedicated hardware specifically designed to charge electric vehicles.

(e) **Diode Charge Platform:** Diode's proprietary software platform that assesses electric vehicle suitability for business, employees and consumers, estimates charging needs across workplaces and employee homes, and manages the charging infrastructure procurement process, as updated by Diode from time to time.

(f) **Domestic Charging Point:** a Charging Point specifically designed for domestic use.

(g) **EV Readiness Report:** a bespoke, interactive report for customers to understand how an electric vehicle would fit into the customer's lifestyle and around the customer's driving habits.

- (h) **EV Readiness Assessment:** an assessment carried out using the Diode Charge Platform, resulting in the production of an EV Readiness Report.
- (i) **Homecharge Assessment:** Part of the Diode Charge Platform; a survey which allows you to answer several questions to identify whether an electric vehicle charger can be fitted to your home. This is a component part of the EV Readiness Assessment.
- (j) **Homecharge Self Survey:** an assessment carried out using the Diode Charge Platform, resulting in a report for the Installer to provide a quote or request to send an engineer to gather more information.
- (k) **Installer:** is a category of **User**, as described below.
- (l) **Installation Contract:** a contract for the supply of Installation Services between you and an Installer whose quote you have accepted through the Diode Charge Platform.
- (m) **Installation Services:** the installation services properly described in the Installation Contract, together with any services ancillary to the same.
- (n) **Infrastructure Recommendation:** the recommended number of Charging Points and power required for each business site.
- (o) **Intellectual Property Rights:** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (p) **Normal Business Hours.** 9.00am to 5.00pm on a Business Day.
- (q) **Quote Request:** a request for a quotation from an Installer for Installation Services.
- (r) **Third Party:** A partner of Diode's, such as a vehicle leasing company which has introduced you via the Diode Charge Platform.
- (s) **Users:** a User can be any of the following:
 - (i) **Business:** A business that has either been invited to use the Diode Charge Platform via a Third Party or engaged independently with Diode to use the Diode Charge Platform and associated services.
 - (ii) **Employee:** An employee of a Business that is invited to use services within the Diode Charge Platform. When used in these Terms, the term "consumer" (i.e. a non-capitalised term) includes Employees, but the term "Consumer" (i.e. a capitalised term) does not.
 - (iii) **Consumer:** An individual that has either been invited to use the Diode Charge Platform via a Third Party or engaged independently with Diode to use the Diode Charge Platform and associated services.

- (iv) **Installer:** A supplier that provides and installs electric vehicle charging infrastructure.
- (t) **Your Business Address(es):** if you are a business, the address(es) you specify via the Diode Charge Platform, at which you wish the Charging Point(s) to be installed.
- (u) **Your Data:** the data which you input for the purpose of using the Diode Charge Platform or facilitating your use of the Diode Charge Platform. Your Data includes, among other things:
 - (i) if you are a business:
 - (A) Your Business Address(es);
 - (B) information entered into the EV Readiness Assessment, Homecharge Assessment and Homecharge Self Survey by your Employees;
 - (C) Employee contact details;
 - (D) company vehicle registration details; and
 - (ii) if you are a consumer:
 - (A) Your Residential Address;
 - (B) information entered into any EV Readiness Assessment, Homecharge Assessment and Homecharge Self Survey.
 - (C) your contact details;
 - (D) vehicle registration details; and
 - (E) whether you have applied for any government grants, such as those offered by the Office of Zero Emission Vehicles (OZEV).
- (v) **Your Residential Address:** if you are a consumer, the address you specify via the Diode Charge Platform, at which you wish the Domestic Charging Point to be installed.

28.2 **Headings.** Clause headings shall not affect the interpretation of these Terms.

28.3 **Person.** A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

28.4 **Holding company, subsidiary.** A reference to a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

28.5 **Singular and plural.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

28.6 **Gender.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

28.7 **Legislative references.** Unless expressly provided otherwise in these Terms, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 28.8 **Legislative references and subordinate legislation.** Unless expressly provided otherwise in these Terms, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 28.9 **Clauses.** References to clauses are to the clauses in these Terms.