BORNAGE TERMS OF USE

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1. Publisher and contact

The Bornage mobile application (the “Application”) is published by UMBLE Ltd, 128 City Road, London, EC1V 2NX, United Kingdom (the “Publisher”).

Contact: business.contact@umbleltd.com.

2. Purpose and acceptance

These terms of use (the “Terms”) govern access to and use of the Application and its services. By using the Application, the user acknowledges that they have read and accepted these Terms. Use of the Application is prohibited if the user does not accept them.

Some features may require an account, technical permissions, or acceptance of third-party terms.

3. Services

Depending on the Application version, region, device and service availability, Bornage may provide:

- display and search of publicly accessible charging stations;
- technical, pricing and availability information about stations, chargers and connectors;
- assistance in selecting a station, including the “Ideal Station” service;
- estimates of charging cost, duration or recoverable energy;
- navigation to a destination or charging station;
- an electric-vehicle route planner that may propose a route, charging stops and related estimates;
- community reporting features, where available;
- display of certain navigation features on compatible Android Auto or Apple CarPlay equipment.

Features may be experimental, progressively released, changed, suspended or unavailable depending on devices, vehicles, countries or technical providers. Unless expressly stated, Bornage is not a charging-point operator, electricity supplier, charging-card issuer, or representative of Apple, Google, any vehicle manufacturer or mobility operator.

4. Access, requirements and costs

The user must have a compatible device, internet access and, for certain features, enabled location services. Android Auto and CarPlay require a compatible phone, vehicle or head unit and configuration meeting the relevant provider’s requirements.

Internet, mobile-data, roaming, electricity, charging, parking, toll and other usage costs remain the user’s responsibility.

Refusing or withdrawing a permission may prevent or degrade the relevant feature without necessarily preventing use of other available features.

5. Navigation and route planning

Routes, travel times, arrival times, distances, charging stops, estimated battery levels, charging costs and charging times are informational estimates. They may rely on information entered by the user, mapping services, traffic information, station data and other third-party sources.

Actual outcomes may differ because of traffic, roadworks, closures, weather, terrain, speed, driving style, battery temperature and condition, actual vehicle consumption, power delivered, power sharing, queues, outages, incompatibility, pricing changes or outdated data.

The route planner does not guarantee that a route will be practicable in every circumstance or that a proposed station will be accessible, available, compatible or sufficient on arrival. Users must retain a reasonable battery reserve, verify critical information before departure, and adapt or stop the journey whenever safety requires.

Bornage does not replace vehicle information, road signs, instructions from public authorities or the driver's judgement. In the event of conflict, applicable law, road signs, actual conditions and official instructions always prevail.

6. Road safety, distraction and in-vehicle use

Safety takes priority over every instruction or item of information displayed by Bornage.

The destination, route, preferences, charging stops and all other settings must be prepared before departure, while the vehicle is lawfully parked in a safe place. A vehicle temporarily stopped in traffic, at traffic lights, in congestion or on a traffic lane is not safely parked for the purposes of these Terms.

While driving, the driver must:

- remain in control of the vehicle and keep full attention on the road;
- comply with road traffic laws and local restrictions;
- never hold, manipulate, read at length or configure the phone;
- use only legally permitted vehicle controls, voice controls or passenger assistance where safe and lawful;
- disregard any dangerous, impossible or unlawful instruction or any instruction conflicting with road signs;
- stop using the Application whenever it causes or may cause distraction.

The availability of a feature on Android Auto, CarPlay, a vehicle screen or while the vehicle is stationary does not mean that every interaction is safe or lawful. The user remains responsible for assessing the situation and, where necessary, lawfully parking before interacting.

Bornage is not an emergency service and is not used for urgent assistance, avoiding an immediate danger or contacting emergency services.

7. Android Auto and Apple CarPlay

Android Auto and CarPlay are third-party interfaces that display a limited part of the service on compatible equipment. Availability, layout, restrictions, connection, theme, voice controls and performance depend on the phone, vehicle, head unit, operating system, Apple, Google and network availability.

Connecting or disconnecting may interrupt, delay or alter the navigation display. Before departure, the user must confirm that the displayed destination and route match their intention. Technical issues must never be investigated while driving.

Apple, CarPlay, Google and Android Auto are trademarks or services of their respective owners. Reference to them does not imply affiliation or warranty unless expressly stated.

8. Station, price and availability information

Station information may be incomplete, estimated, delayed or inaccurate.

Availability, operating status, power, compatibility, opening hours, access, prices and fees may change without notice. Price estimates are not quotations, contractual offers or guarantees of the amount ultimately charged. Before starting a charge, the user must check the terms displayed by the operator or payment provider at the station.

9. Vehicle, battery and charging methods

The user is responsible for the accuracy of vehicle, battery, state-of-charge, connector, preference and charging-card information they provide. Physical and contractual compatibility must be checked before use.

Bornage does not guarantee that an estimate precisely reflects the vehicle's actual status or capabilities. Information supplied by the vehicle or entered by the user prevails over any generic assumption used by the Application.

10. Account and security

Where accounts are offered, users must provide accurate information and keep authentication methods confidential. They are responsible for activity on their account except for fraudulent use not attributable to them and must promptly report suspected unauthorised access.

Some features may be available in guest mode with reduced personalisation or synchronisation.

11. Contributions and reports

When submitting a report or contribution, the user acts in good faith and provides useful and lawful information. Manipulating the Application while driving and submitting illegal, misleading, defamatory, dangerous or rights-infringing content or unnecessary personal data are prohibited.

Community reports are informational and temporary and may be moderated, aggregated, invalidated or removed. Their presence or absence does not guarantee actual conditions.

12. Prohibited use

The following uses are prohibited:

- circumvent security, technical limitations or access controls;
- disrupt, overload, test without authorisation or compromise the Application or infrastructure;
- mass-extract, resell or reuse data outside permitted cases;
- impersonate others, automate misleading contributions or submit unlawful content;
- use the Application in a manner that compromises road safety or breaches the law.

13. Intellectual property

The Application, interface, software, text, graphics, trademarks and original elements are protected by intellectual-property rights belonging to the Publisher or its licensors. These Terms grant only a personal, limited, revocable, non-exclusive and non-transferable right to use the Application for its intended purpose.

Third-party maps, data, trademarks and content remain subject to their owners' rights and terms.

14. Personal data

Personal-data processing connected with the Application is described in the Bornage Privacy Policy. System permissions may be changed in the phone settings, subject to the resulting functional consequences.

15. Availability, maintenance and changes

The Publisher aims to maintain the Application's availability and security but does not guarantee uninterrupted, error-free operation or compatibility with every device or vehicle. Interruptions may result from maintenance, updates, incidents, network failure, third-party decisions or force majeure.

The Publisher may evolve, correct, suspend or remove all or part of the service. Where required by law, users will receive appropriate notice of material changes affecting their rights.

16. Warranties and liability

To the extent permitted by law, the Application is provided "as is" and "as available". Information and recommendations do not guarantee safety, availability, compatibility, savings, driving range or arrival at the destination.

The Publisher will not be liable for consequences directly resulting from a user's breach of these safety rules, prohibited or dangerous handling, decisions contrary to road signs or actual conditions, inaccurate information supplied by the user, or third-party services outside the Publisher's control.

To the extent permitted by law, the Publisher is not liable for indirect loss, loss of business, loss of opportunity, additional charging costs, missed appointments, immobilisation or damage caused by unavailability, inaccurate third-party data, network interruption or station incompatibility.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including mandatory consumer rights, liability for fraud, or liability for death or personal injury where exclusion is prohibited. Limitations apply only to the extent allowed by applicable law.

17. Suspension and termination

Users may stop using the Application at any time and request account deletion through the available process. The Publisher may limit or suspend access in the event of a breach, security risk, fraud, legal obligation or technical necessity, subject to mandatory rights.

18. Force majeure

The Publisher is not responsible for delay or failure caused by events reasonably beyond its control, including widespread outages, interruption of an essential provider, disasters, conflicts, government action or major network unavailability.

19. Changes to these Terms

These Terms may be updated to reflect changes to the Application, providers or applicable law. The version date appears at the beginning. Where required, users will be informed before a material change takes effect and consent will be requested.

20. Severability and no waiver

If a provision is held invalid or unenforceable, the remaining provisions continue in effect. Failure to exercise a right immediately is not a waiver.

21. Applicable law and disputes

These Terms are governed by the applicable law determined under mandatory conflict-of-law rules. They do not deprive consumers of mandatory protections available in their country of habitual residence or access to courts made available by law.

Users are invited to contact the Publisher to seek an amicable solution before proceedings, without limiting legal rights or mandatory time limits.

22. Contact

Questions about these Terms may be sent to business.contact@umbleltd.com.