

# GENERATIONAL TECHNOLOGIES LTD

## Terms of Service

Effective Date: 1<sup>st</sup> April 2026

**PLEASE READ THESE TERMS CAREFULLY.** By ticking the acceptance box at checkout or by using the Generational battery testing platform, you confirm that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree, you must not use the Services.

## 1. PARTIES

These Terms of Service ("**Terms**") are entered into between **Generational Technologies Ltd**, a company registered in England and Wales (Company No. 12677491), with its registered office at 7 Bell Yard, London, WC2A 2JR ("**Generational**", "**we**", "**us**") and the person or entity that accepts these Terms ("**Customer**", "**you**").

## 2. DEFINITIONS

In these Terms, the following expressions have the meanings set out below:

**Agreement:** these Terms of Service together with the order/checkout confirmation forming the contract between the parties.

**Battery Certificate:** the digital certificate produced from a completed Battery Test, summarising the health and condition of a tested electric vehicle battery.

**Battery Test:** an electric vehicle battery health test performed using the Software, as described at <https://generational.ac/supported-models>.

**Certificate Data:** any output information contained in a Battery Certificate, which may also be presented in database format.

**Commencement Date:** the date on which your order is confirmed and accepted by us (as shown in your order confirmation email).

**Confidential Information:** all data or information (whether technical, commercial, financial or of any other type), acquired in connection with this Agreement, including the terms hereof, testing methodology, the use and components of the Testing Kit, and any information relating to either party's business that is for the time being confidential to the disclosing party.

**Customer Data:** data inputted by you or your authorised users into the Software, or otherwise provided to us as part of your use of the Services.

**Customer IP:** any intellectual property rights owned by, or licensed to, you prior to or independently of this Agreement, including your logos, branding, trade names and Customer Data.

**Data Protection Laws:** all applicable data protection and privacy legislation in force in the United Kingdom, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, each as amended from time to time.

**Fees:** the amounts payable by you for the Services, as displayed at checkout or otherwise communicated to you in writing.

**Generational IP:** all intellectual property rights subsisting in the Software, Services, Testing Kits, Certificate Data, documentation, datasets and materials created by or on behalf of Generational, including any modifications or improvements thereto.

**Initial Term:** the first 12-month subscription period commencing on the Commencement Date.

**Permitted Purposes:** point-in-time battery condition assessment purposes, including battery evaluation as part of vehicle sale preparation, pre-purchase inspections, and diagnostic services provided to third parties such as leasing companies or vehicle retailers. Uses outside this scope — including creation of derivative products or risk-based commercial offerings where Certificate Data serves as an actuarial or valuation input — are not Permitted Purposes.

**Renewal Term:** each successive 12-month period following the Initial Term, as described in Section 6.

**Services:** the battery testing software platform, Certificate Storage Services, and related support provided by us as described in Section 3.

**Software:** the online software and applications provided by Generational to you, with supported vehicle models listed at <https://generational.ac/supported-models>.

**Testing Kit:** the hardware and accessories supplied by Generational to enable Battery Testing (including an OBD2 Bluetooth Scanner, OBD2 adapters for certain vehicles where required, and tools for accessing OBD2 sockets).

**Uncontrollable Events:** events outside a party's reasonable control, including natural disasters, pandemics, terrorist attacks, civil unrest, war, industrial disputes, or collapse of infrastructure.

## 3. SERVICES

### 3.1 What We Provide

From the Commencement Date, Generational will provide the following Services:

- 3.1.1 Battery Testing Services: access to our electric vehicle battery health testing application (as described at <https://generational.ac/supported-models>), including ongoing support and maintenance, application access, certificate production, and historic storage for all tested EVs.
- 3.1.2 Certificate Storage Services: Battery Certificate file storage, accessible via QR code or certificate repository admin view. Certificates are typically sent to file store within approximately 2 minutes of testing and stored on Generational's web server for at least 1 year after the test date.

### 3.2 Testing Kit

Where you have ordered a Testing Kit, we will supply the hardware as described at checkout. The Testing Kit is provided to enable you to perform Battery Tests using the Software.

### 3.3 Service Standards

Generational will provide the Services with reasonable skill and care. However, we do not warrant that:

- 3.3.1 your use of the Services will be uninterrupted or error-free;
- 3.3.2 the Services will meet all of your specific requirements;
- 3.3.3 the Services will be free from vulnerabilities or viruses; or
- 3.3.4 the Services will comply with any particular cybersecurity requirements you may have.

We provide email and instant messenger chat support during our normal business hours. Contact us at [support@generational.ac](mailto:support@generational.ac).

## 4. FEES AND PAYMENT

### 4.1 Fees

You agree to pay the Fees for the Services. The applicable Fees (including any one-time Testing Kit fee, setup fee, and ongoing monthly battery testing fee) are displayed at checkout or set out in your order confirmation. Each Battery Test is charged per unique vehicle per calendar month, regardless of the number of tests performed on that vehicle during that period. All amounts are in pounds sterling and are exclusive of VAT, which will be added where applicable.

### 4.2 Payment Terms

4.2.1 Testing Kit and Setup Fees: This fee is charged in advance at the Commencement Date.

4.2.2 Monthly Battery Testing Fee: This fee is charged in arrears on a monthly basis from the month-end following the Commencement Date. Payment is due within 30 days.

### 4.3 Late Payment

If payment is not received by the due date:

4.3.1 interest will accrue daily at 4% over the Bank of England Base Rate from the due date until payment is made in full; and

4.3.2 we may suspend your access to the Services until all outstanding invoices are paid.

### 4.4 Annual Price Increases

We may increase the Fees annually on **1 January each year** by the percentage increase in the UK Consumer Prices Index (CPI) for the preceding 12-month period plus 3%. We will notify you of any such increase at least 90 days before it takes effect. If you do not wish to continue under the revised pricing, you may terminate this Agreement by giving 30 days' written notice before the new pricing takes effect.

All amounts are payable in full without set-off, deduction or counterclaim. We reserve the right to charge reactivation fees if access is suspended at your request and you subsequently request reinstatement.

## 5. YOUR OBLIGATIONS

### 5.1 You must

- 5.1.1 co-operate with us and provide all information we reasonably need to deliver the Services;
- 5.1.2 ensure that all authorised users comply with these Terms;
- 5.1.3 use the Services in accordance with these Terms and any user documentation we provide;
- 5.1.4 follow our specific instructions regarding the Services — deviations may affect accuracy and we will not be liable for resulting inaccuracies;
- 5.1.5 only use each Battery Certificate in respect of the individual vehicle to which it relates;
- 5.1.6 keep all login credentials for the Software secure and confidential;
- 5.1.7 permit us to audit your use of the Services (with reasonable prior written notice); and
- 5.1.8 ensure your network and systems meet any specifications we provide.

- 5.1.9 maintain adequate internet connectivity, compatible devices and systems required to access and use the Services.
- 5.1.10 notify us immediately upon becoming aware of any unauthorised access to the Services or any security incident.

## **5.2 You must not**

- 5.2.1 copy, modify, duplicate, frame, mirror, republish, download, transmit, or distribute any part of the Software;
- 5.2.2 decompile, reverse engineer, or attempt to derive the source code of the Software;
- 5.2.3 use the Services to build a competing product or service;
- 5.2.4 sublicense or grant third-party access to the Services;
- 5.2.5 introduce any virus, malware, or vulnerability into our systems; or
- 5.2.6 use Certificate Data outside the Permitted Purposes.

## **6. TERM AND TERMINATION**

### **6.1 Duration**

This Agreement begins on the Commencement Date and continues for the Initial Term of 12 months. It will then automatically renew for successive Renewal Terms of 12 months each unless terminated in accordance with this Section 6.

### **6.2 Termination on Notice**

Either party may terminate this Agreement by giving at least 90 days' written notice. However, such notice cannot take effect before the end of the Initial Term.

### **6.3 Termination for Cause**

Either party may terminate this Agreement immediately by written notice if the other party:

- 6.3.1 fails to pay any amount due and the failure continues for more than 30 days after written notice;
- 6.3.2 is in material breach of these Terms and (where the breach is capable of remedy) fails to remedy the breach within 30 days of receiving written notice; or
- 6.3.3 becomes insolvent, enters administration, liquidation, or makes any arrangement with its creditors.

### **6.4 Effect of Termination**

Upon termination or expiry for any reason:

- 6.4.1 you must immediately cease using the Services;
- 6.4.2 all licences granted to you terminate immediately, except that you may continue to use Certificate Data for the Permitted Purposes in perpetuity;
- 6.4.3 each party must return or (at the other party's option) destroy the other's Confidential Information within 30 days; and
- 6.4.4 you must provide written certification of compliance with this Section 6.4 within 60 days of termination.

Termination does not affect any accrued rights or liabilities of either party.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Generational IP**

All right, title and interest in the Software, Services, Testing Kits, Certificate Data, and all related materials ("Generational IP") belong to Generational. We grant you a limited, non-exclusive, non-transferable licence to use the Generational IP solely to the extent necessary to receive the Services during the Term.

### **7.2 Assignment of Acquired Rights**

To the extent you acquire any intellectual property rights in the Software or Services (for example, by operation of law), you hereby assign — and shall procure the assignment of — all such rights to us with full title guarantee.

### **7.3 Feedback**

Any feedback or suggestions you provide regarding the Services may be used by us without charge or restriction, and you assign all intellectual property rights in such feedback to us.

### **7.4 Customer IP**

All right, title and interest in your logos, branding and Customer Data ("Customer IP") remain yours. You grant us a non-exclusive, royalty-free, worldwide licence to use your Customer IP (a) to deliver the Services; and (b) to identify you as a customer of Generational on our website and in marketing materials.

### **7.5 Unauthorised Use and Liquidated Damages**

- 7.5.1 You acknowledge that the Software, Services and Certificate Data incorporate valuable proprietary technology, data and know-how, and that unauthorised use may cause us significant harm which may be difficult to quantify.
- 7.5.2 Accordingly, where you: (a) use the Software or Certificate Data to develop, support or enable any competing product or service; (b) carry out bulk extraction, scraping or systematic reproduction of Certificate Data; or (c) reverse engineer, decompile or otherwise attempt to derive underlying models, algorithms or methodologies, you shall pay liquidated damages of £100,000 per material breach.
- 7.5.3 We shall be entitled to invoice such amount upon becoming aware of and reasonably evidencing the relevant breach, and payment shall be due within 14 days of the date of invoice.
- 7.5.4 The parties agree that this amount is proportionate and protects our legitimate business interests, including our intellectual property, data assets and commercial position, and does not constitute a penalty.
- 7.5.5 This clause does not limit our right to seek injunctive relief, terminate this Agreement, or pursue additional damages where appropriate.

## **8. DATA USE**

### **8.1 Customer Data**

You warrant that you have all necessary rights and consents to share Customer Data with us. You grant us a non-exclusive right to access and use Customer Data as necessary to provide the Services. We will not use Customer Data for any purpose unrelated to the Services and will

implement appropriate security measures to protect it. We may use Customer Data on an anonymised basis to improve our products.

## **8.2 Certificate Data**

We will make Certificate Data available to you in database format. Your use of Certificate Data is strictly limited to the Permitted Purposes. You may share Certificate Data relating to a specific vehicle with the end purchaser, vendor, or consignor of that vehicle on a one-time basis for the purpose of that specific transaction only, and without any rights of further distribution or commercial exploitation. Any other sharing of Certificate Data with third parties is strictly prohibited without our prior written consent, which may be withheld at our absolute discretion.

We reserve the right to audit your use of Certificate Data at any time on not less than five (5) Business Days' written notice, and you shall cooperate fully with any such audit and provide us with all reasonable access, records and assistance we require. You must implement and maintain robust technical and organisational security measures to protect the confidentiality and integrity of Certificate Data and to prevent any unauthorised access, use, disclosure or loss.

## **8.3 Data Protection**

Both parties will comply with all applicable Data Protection Laws when processing personal data in connection with this Agreement. You are responsible for obtaining all necessary consents to transfer personal data to us, and you agree that we will process personal data in accordance with our privacy policy at <https://generational.ac/#privacy> (updated from time to time). Where required by Data Protection Laws, the parties will enter into a separate data processing agreement.

## **9. CONFIDENTIALITY**

Each party receiving Confidential Information ("Receiving Party") must keep the other party's Confidential Information confidential and must not disclose it except:

1. to its own employees or advisors who need it to perform this Agreement, and only to that extent; or
2. as required by law, court order, or regulatory authority (in which case the Receiving Party must, where possible, give the other party prior written notice).

Each party remains responsible for any breach of this Section by its permitted recipients. Confidentiality obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was already known to the Receiving Party, is independently developed, or is lawfully received from a third party.

Any intellectual property rights arising in connection with feedback or suggestions provided under clause 7.3 are assigned to Generational and do not form part of either party's Confidential Information for the purposes of this Section. These obligations survive termination of this Agreement for a period of 3 years.

These obligations survive termination of this Agreement for a period of 3 years.

## **10. LIMITATION OF LIABILITY**

### **10.1 Your Responsibility**

You assume sole responsibility for your use of the Services and for any commercial decisions you make based on the results, including (without limitation) the price at which you elect to sell a vehicle or how a vehicle is graded for sale.

### **10.2 Exclusions**

Except as expressly provided in these Terms, we exclude all warranties, representations, and conditions implied by statute or common law, to the fullest extent permitted by law. The Services are provided "as is".

### **10.3 Excluded Loss Types**

We will not be liable for any: indirect, special, or consequential loss; loss of profits, revenue, or anticipated savings; loss of data or corruption; wasted expenditure; or costs of procuring alternative services.

### **10.4 Liability Cap**

Our total aggregate liability to you under or in connection with this Agreement (whether in contract, tort, or otherwise) is limited to 50% of the total Fees paid by you in the 12 months immediately preceding the event giving rise to the claim (or, for claims arising within the first 12 months, the annualised Fees that would be payable by you).

### **10.5 Exceptions**

Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.

### **10.6 Your Indemnity**

You will indemnify us, our affiliates, agents, and successors against any claims, losses, damages, and reasonable legal fees arising from your gross negligence or material breach of these Terms.

## **11. UNCONTROLLABLE EVENTS**

Neither party will be in breach of, or liable under, this Agreement for any failure or delay caused by Uncontrollable Events. The affected party will be entitled to a reasonable extension of time. If the delay continues for more than 45 days, the unaffected party may terminate this Agreement by giving 30 days' written notice.

## **12. GENERAL**

**12.1 Entire Agreement.** These Terms, together with your order confirmation, constitute the entire agreement between the parties relating to the Services and supersede all prior agreements and representations.

**12.2 Variation.** We may update these Terms from time to time. We will notify you of material changes at least 30 days before they take effect. Your continued use of the Services after such notice constitutes acceptance. No variation otherwise has effect unless agreed in writing by an authorised representative of each party.

**12.3 Assignment.** You may not assign, subcontract, or transfer any right or obligation under this Agreement without our prior written consent.

**12.4 Third Parties.** This Agreement does not confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999.

**12.5 Severability.** If any clause in this Agreement (or part of a clause) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part of it) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this agreement as soon as possible.

**12.6 Waiver.** No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

**12.7 Survival.** The following sections survive termination: Section 2 (Definitions), Section 7 (Intellectual Property), Section 9 (Confidentiality), Section 10 (Limitation of Liability), and Section 12 (General).

**12.8 Costs.** Each party is responsible for its own legal and other costs in relation to the performance of this Agreement.

**12.9 Notices.** Notices must be in writing and sent to Generational at [info@generational.ac](mailto:info@generational.ac) or Generational Technologies Ltd, 7 Bell Yard, London WC2A 2JR. Emails are deemed received on the same day (or next business day if sent after 5 pm or on a non-business day).

**12.10 Governing Law.** This Agreement is governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

---

*By ticking the checkbox at checkout, you confirm that you have authority to bind the organisation on whose behalf you are contracting, that you have read and understood these Terms, and that you agree to be bound by them.*

Generational Technologies Ltd • 7 Bell Yard, London, WC2A 2JR • [info@generational.ac](mailto:info@generational.ac)