



# TERMS OF SERVICE

These terms of service (the “Terms of service”) govern your use of Charge Amps products (the “Service” as defined below). By accepting the Terms of service, an agreement is entered into by you (“you”) and Charge Amps AB, company registration number 556897-7192 having its registered address at Frösundaleden 2B 8 TR, 169 75 Solna, Stockholm, Sweden (“we” or “us”).

The Service is provided through our mobile application (the “App”) and our cloud service (the “Cloud Service”). By using the Service or creating a user account with us you accept these Terms of service. If you do not agree to these Terms of service, please do not use the Service provided by us.

## The Service

The service enables you to monitor and control connected electric vehicle chargers manufactured by Charge Amps AB. Main functions include charging control, scheduled charging, charging statistics and history. Optional functions include RFID lock, load balancing and generation of billing information (the “service”).

The Service is made available as a web application, that can be accessed using a connected device, such as a computer, phone or tablet. It is also available as a native android and ios app.

Appropriate technological security measures have been taken to prevent unauthorized access to or loss of data, including but not limited to passwords being stored in encrypted form; all communication and exchange of information over the Internet is made through encrypted communication (SSL); and data being stored and processed in the well-renowned cloud service Microsoft Azure.

Everyone using our Service is, in these Terms of service, referred to as “Users” or “you”, a definition which also includes you as a party to this contract that you have entered into by accepting these Terms of service.

## License

Provided that you accept and adhere to these Terms of service, you are granted a non-exclusive, non-transferable, revocable license to download, install and use the App in object code form on a mobile device which you own or have access to in order to use the Service for its intended purpose.

Subject to your acceptance and adherence to these Terms of Service, you are also granted a non-exclusive, non-transferable, revocable right to access and use the Cloud Service in order to use the Service for its intended purpose.



You will not receive any other license to use the above intellectual property rights except as expressly provided in these Terms of service.

You understand and accept that content posted on the Service may belong to third parties, and that we have no control over such content. You subsequently understand and accept that we cannot be held liable for such content supplied by third parties and presented or made available within the scope of the Service.

We do not grant you or anyone else permission to copy or alter the App or the Cloud Service in whole or in part. You, or a third party, may not without our consent develop, add to, decompile or make reverse engineering on the App, the Cloud Service or their components. It is not allowed to re-create the source code or the functionality or make copies of the App or the Cloud Service, other than as expressly permitted by mandatory law.

You may not use the Service to distribute viruses, trojans or similar programs.

All intellectual property rights in the App and the Cloud Service, or in any other part of the Service, belong to or are disposed of with license by us. Nothing in these Terms of service shall be construed as a transfer of any intellectual property right or any other right to you. You are only given the limited license as described above.

## **Username and password**

You may choose to insert your name and a password, as set forth in the Service from time to time, to sign in to your User account for the Cloud Service and the App. If you choose to create a new User account, the information that you put in must not be: harmful, abusive, racially or ethnically offensive, sexually explicit, defamatory, infringing any intellectual property right or invasive of personal privacy rights. We have the right to change your password or information you put in if it, in our opinion, violates these Terms of service.

When creating your User account, you will be asked to submit certain information about yourself. Please read our privacy policy before you start using the Service. You can find the privacy policy here:

<https://charge-amps.com/privacy/>. Do not use the Service if you do not accept the privacy policy.

To the extent we provide the option of using another account to access your User account for example your Facebook-account, you authorize us to collect your authentication information, such as your username, encrypted access credentials, and other information that may be of interest to transfer from the other service. Such transferred information will be treated in accordance with our privacy policy and described therein.

Your account is personal, and you are not allowed to transfer your account to any third party or to allow a third party to use the Service through your User account. You are responsible for protecting your login information from access by unauthorized persons. If you have reason to believe that any third party has gained access to your User account, you must immediately inform us. We have the right, but not the obligation, to suspend



access to your User account if we have reason to believe that any third party has gained unlawful access to your User account.

Please note that if your User account is left inactive or there is no online charger connected to the account during a period of twenty-four (24) consecutive months, we will notify you per email of our intention to cancel your User account permanently. If you within one (1) month following such notice do not use your user account or charger, we will permanently cancel your User account. You may nevertheless create a new account if you so wish.

## **Your use of the service**

We do not wish for the Service to be used for anything other than its intended purpose. Your use of the Service may therefore only be in accordance with its intended purpose, as described above. If you do not accept this, we ask you not to use the Service.

### **Network Fees and Access**

You are responsible for securing your access to the network necessary to use the Service. There may be additional costs for e.g. transfers of data. These costs are not paid by us. Furthermore, you are responsible for obtaining and keeping the necessary hard- or software up to date to access and use our Service. In order to use the Service you will need to have connected your specific Charge Amps product to your User account and have a device, such as a phone or computer, that is connected to a network which allows you to access the Cloud Service or download the App.

### **Payment**

The Service is provided free of charge.

### **Support**

If you have queries regarding the Service or would like to report an incident, you may contact us at the address [support@charge-amps.com](mailto:support@charge-amps.com) or follow the procedure as set out on <http://chargeamps.com/support/>. To the extent permitted under applicable law, we do not provide any warranties in relation, but not limited to, response and resolution time.

## **Processing of personal data**

We process personal data received in connection with the use of the Services. The personal data processing is made in accordance with our privacy policy (available here <https://charge-amps.com/privacy/>).

## **Disclaimer of warranty**

We try to offer the best service possible, but you understand and accept that the Service, including the Cloud Service and the App, are provided 'as is' and 'as available' without warranties of any kind. Your use of the Service is solely your responsibility and at your



own risk. We do not grant any warranties, express or implied or otherwise, as to the accessibility, quality, qualification for any particular purpose, suitability or accuracy of the App or the Service.

We recommend you not to rely on the Service for a purpose which is of high importance to you or which you consider intolerable if not met, since there may be situations where the Service will not be available, due to, but not limited to, maintenance and circumstances beyond our control. In addition, we reserve the right to modify or discontinue providing the Service, at our sole discretion.

To the extent permitted under mandatory law, you accept and acknowledge that in case you are not satisfied with the Service, your remedies are limited to deletion of your account for the Service and to delete the App from device(s) to which it has been downloaded. Subject to mandatory law, we are not liable to you or any third party for any direct, indirect or other damages of any kind, including but not limited to, lost profits, loss of income, loss of revenue, business interruption or loss of goodwill arising out of, or in connection with, these Terms of service or the inability to use the Service. We are not responsible to you for any third party claims made against you.

What is set out in this chapter does not affect your rights as a consumer as set out in applicable and mandatory law.

## **Indemnity and limitation of liability**

To the extent permitted under applicable law, you are liable for any damages inflicted on us, or any third party, due to your breach of these Terms of service, including but not limited to the misuse of the Cloud Service, the App and/or the Service and unfair marketing. Furthermore, you agree to indemnify us in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred by us in relation to your breach of these Terms of service or other applicable law.

## **Change of terms and service**

We have the right to make changes and updates to these Terms of service. We will inform you of any such changes at the latest thirty (30) days before an adjustment enters into force. We will give you such information by clear notice by email to the email address provided by you.

We may also continuously modify the Service, add and remove functionalities and take other measures. To the extent permitted under applicable law, we have the right, to, at any time, change or interrupt, temporarily or permanently, functions and features, with or without prior notice, without any liability towards you, except where it is prohibited under law, for every disruption, change or ceasing to provide the Service, or any function or feature thereof.

## No cooling off period

By creating an account and accepting these Terms of service, you are given access to digital content, through other means than a physical medium and you expressly agree and acknowledge that there is no cooling-off period. You are nevertheless entitled to terminate these Terms of service in accordance with the below.

## Term, termination and suspension

These terms of service become valid when entered into and will apply until terminated by either party.

You have the right to terminate these terms of service by terminating your user account at any time and without prior notice.

We have the right to suspend your access to the service with immediate effect if we have reason to believe that you are violating these terms of service. Furthermore, we reserve the right to modify, discontinue, temporarily or permanently cease providing the service at any time without prior notice, on our own discretion, or if required by law or by a decision by an authority.

You accept that, to the extent permitted under applicable law, we shall not be liable to you or to any third party for such modification, suspension or discontinuance.

## Transfer

You may not assign or transfer any rights, obligations or licenses as provided in these Terms of service. We may assign and transfer our rights under these Terms of service without your consent and without notice to you.

## Applicable law and disputes

These Terms of service shall be governed by and construed in accordance with Swedish laws, without regard to its conflict of law rules.

Any dispute or claim arising out of or in connection with these Terms of service, or the breach, termination or invalidity thereof, shall be finally settled by Swedish courts, with the Stockholm District Court as the first instance, unless otherwise provided by mandatory law.

## Warranties against Apple Inc.

In relation to the App when downloadable on any iOS device, the Parties to this agreement, hereby clarify the following in relation to Apple Inc. ("Apple"):

- i. That the Parties are the only parties to this Agreement.

- ii. That we are responsible for the Service, the App and all content therein. We carry all responsibility for the maintenance, support and service of the Service or any technical equipment used to enable the provision of these. Claims that directly or indirectly depend on such grounds may only be directed against us, and not against any third party.
- iii. That all demands or claims arising directly or indirectly from the use of the Service and which might be directed against us, only shall be directed against us. Apple is not in any way liable to respond to these demands or claims, if these are directed against Apple.
- iv. That the Parties, and not Apple, are solely responsible to investigate, defend, settle or secure liability in the event of any third-party claims, based on the Service or infringements of any third party's intellectual property rights caused by use of the Service.
- v. You guarantee and ensures that you are not located in a country subject to an embargo issued by the US government, or has been designated by the US as a "terrorist supporting" country and that you are not on any of the US government's list of prohibited or restricted parties.
- vi. That these Terms of service create rights for Apple to apply these Terms of service directly against you, regardless of our participation. In addition to the third-party rights given to Apple, these Terms of service will not give any third-party rights to any other natural or legal person.

## Warranties against Google Inc.

The following additional terms and conditions apply with respect to any App that we provide to you designed for use on an Android-powered mobile device (the "**Android App**"):

- vii. You acknowledge that these terms are between you and us only, and not with Google, Inc. ("**Google**").
- viii. Your use of the Android App must comply with Google's then-current Google Play's Terms of Service.
- ix. Google is only a provider of Google Play where you obtained the Android App. We, and not Google, are solely responsible for the Android App and the services and content available thereon. Google has no obligation or liability to you with respect to the Android App or these Terms of Service.

You acknowledge and agree that Google is a third-party beneficiary to the terms as they relate to the Android App.