

Charge4Go Terms & conditions

These general terms and conditions ("**Terms of Use**") together with the Charge4Go Privacy Policy regulates your ("**You**" or "**the User**") use of the Charge4Go application and any other related services ("**the Service**") provided by **Charge4Go AB org, corp. ID no. 559239-8266** ("**Charge4Go**", "**Us**" or "**We**").

1. General

By registering for, or using, the Service or any portion of it You accept these Terms of Use. Registration without explicit acceptance of the Terms of Use is not possible. The User has three (3) years to notify Charge4Go if there is any complaint about the Service.

Charge4Go will provide places to connect and match electric vehicle users with various charging stations and handle payment.

2. Prices

All prices shown on the Charge4Go app is inclusive of VAT and appears on the Service before your charging process begins. The cost of using the Service provided by Charge4Go is based on one, or a combination of different factors. These factors might be, but are not limited to, kWh used during charging, charging time, parking time, session starting fees.

You acknowledge that the final price is strictly dependent on how You use the service and that it is therefore not possible to always calculate the final price before the charging process has finished.

3. Billing and payment

The User is responsible for ensuring that the registered payment card is valid and is not blocked. You are also responsible for ensuring that you're authorized to use the registered debit or credit card. If debiting is not possible, Charge4Go has the right to seek payment from You by other means, such as by sending a separate invoice for your use of the Service.

It's the User's responsibility to ensure that the payment information is correct and up to date on Charge4Go's user account. Payment failure will be resolved in termination of the user account.

Payments from You to Charge4Go may be handled by third party payment processor(s). Charge4Go does not accept any liability for faults or disruptions in the payment process.

3.1 Payment terms

Due date for invoices is 15 days after the invoice has been activated. Charge4Go will store information of the billing in the customer account with payment history and standing balance from the current month that has not yet been invoiced.

If You fail to make the payment, a paper invoice will be sent to the registered address were invoice fee (Sw. fakturaavgift) and reminder fee (Sw. påminnelseavgift) might be applied.

If payment is not received following a late payment reminder, Charge4Go reserves the right to hand the matter over to debt collection with additional fees according to law.

3.2 Late payments

For overdue payments, You are liable to pay interest in accordance with the Swedish Interest Act (Sw. räntelagen (SFS 1975:635)).

4. Charging Cards

When using the Service, You may request a RFID charging card ("Charging Card"). An estimation of arrival of the Charging Card will be shown during the order of process. A fee of 99 SEK (including VAT) will be taken out as an administrative fee.

You will receive a confirmation of the purchase at the end of the order of the Charging Card by email, or in the app.

If the User receives a defect Charging Card, Charge4Go will provide You with a new one without any cost. You are required to send in the defected Charging Card to: Charge4Go c/o Convendum, Katarinavägen 15, 116 45 Stockholm. You have the right to cancel the purchase of your Charging Card within fourteen (14) days from the date of the order.

You may at any time delete the Charging Card from the Service through the Charge4Go application.

5. Charging Stations

It is the responsibility of the charging station operator to ensure that the charging stations are maintained and are operating properly. Charge4Go does not take any responsibility for faults and defects in the charging stations or any tools (e.g., cables, converters or adapters) belonging to the service station.

6. Your obligations

You are responsible for ensuring that the charging process is handled correctly and that any instructions provided at the charging station is followed.

You are responsible for following all applicable parking regulations

when using the Service.

You are obligated to not use the service in bad faith of any error or fault with the Service or any charging station.

You are obligated to ensure that your personal and payment information in your Charge4Go account is correct and up to date, You furthermore have a responsibility to protect your password and account information.

You are obligated to ensure that no unauthorized person(s) have access to your account and/or any Charging Card(s) provided by Charge4Go.

You are obligated to immediately report (i) suspecting that your account has been hacked or (ii) otherwise compromised to hello@charge4go.com

If You lose your Charging Card, you're obligated to immediately remove your Charging Card connected to your account through the Charge4Go application.

You are responsible to ensure that any tools You are using in connection with the charging process are proper and not faulty.

7. Force Major

Charge4Go is not responsible for any changes in law, failure or delay in delivery, telephone and network connections, war, sabotages of charging stations, irregularities in the supply of electricity, strike, boycott or other similar circumstances beyond control of Charge4Go.

8. Liabilities

Charge4Go is not liable for any damage caused by using faulty equipment, or from any fault caused by a defect in the vehicle being charged.

Charge4Go is not responsible for any indirect damages You may suffer unless, and only to the extent, such a responsibility follows by mandatory law.

Charge4Go shall not be held liable to compensate You for any damages caused by unauthorized use of your account and/or Charging Card(s) unless Charge4Go is found to have acted with gross negligence or willful misconduct.

It's your responsibility to inform Charge4Go immediately if You believe your account or Charging Card has been used by an unauthorized person. In these event Charge4Go have the right to block your Charging Card and provide You with a new Charging Card.

Charge4Go shall under no circumstances be held liable to compensate You with an amount exceeding a half price base amount (Sw.

prisbasbelopp) as defined by the social security code (2010:110) (Sw. socialförsäkringsbalken) unless Charge4Go is found to have acted with gross negligence or willful misconduct.

9. Contractual terms and terminations

Charge4Go is entitled to end an ongoing charging immediately if: (i) You in any way fail to meet your obligations under these Terms of Use or any other agreement between You and Charge4Go, (ii) If You have given false information in order to deceive Charge4Go and/or its partners. Upon such termination Charge4Go has the right to take necessary actions in order to protect Charge4Go and/or its partners from damages and You may be obligated to indemnify Charge4Go from any costs or damage.

10. Changes to these Terms of Use

Charge4Go reserves the right to change these Terms of Use at any time. You will be informed about the changes by e-mail and/or through the app in a reasonable time before the change is made.

You can reject the change before the change is made and inform your disapproval to Charge4Go, upon rejecting the changes Charge4Go reserves the right to limit or cancel your use of the Service and delete your account.

11. Privacy

Charge4Go process your personal data in accordance with our Privacy policy.

12. Governing Law and Jurisdiction

These Terms of Use shall be governed and interpreted according to Swedish law. Any dispute arising from the use of, or relating to, the Service and/or these terms of use shall be brought before the courts of Sweden.

13. Cancellation Policy

You have the right to cancel your account without any given reason. Cancelling your account can be done by contacting customer support. After the cancellation You may not be able to reenter your account, nor use your Charging Card. If You delete your account and open a new account, your charging history and any other information will not be transferred to your new account.

You are still responsible for all payments for charging sessions done before the cancellation.

You may cancel your account by sending an e-mail with your request

to: adios@charge4go.com

14. Severability clause

These Terms of Use does not limit your mandatory rights that cannot be waived according to Swedish Law. Should any provision(s) under these Terms of Use be found to not be in accordance with mandatory law the remaining provisions shall not be affected.

Thank You for reading through Charge4Go's Terms of Use, don't hesitate to contact us if you have any questions.

Best regards,
Charge4Go AB

This Terms of Use was last updated on 4th June 2021.