

PowerMate AB

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Company registration number: 559470-4206

1. General

These Terms of Use (the "Agreement") are entered into between the entity/person using or accessing the Services (the "User" or "You") and PowerMate AB ("PowerMate" or "we"), collectively referred to as the "Parties" or each a "Party".

This Agreement together with the PowerMate Privacy Policy govern your use of the services operated by PowerMate ("Services").

Services may include, but are not limited to, mobile applications and/or websites operated by PowerMate under its own brand and/or under its partners' brands. These Services include all features and functionalities, including but not limited to websites, user portals, mobile applications, content and user interfaces, associated with PowerMate's platform for electric car drivers and charge point operators, where users can manage and find charge points to start and pay for charging processes of electric vehicles.

2. Acceptance

By registering for the Services and accepting this Agreement you enter into an agreement with PowerMate which allows you to use the Services.

All transactions that are part of the Services including, but not limited to, initiating charging sessions as well as ordering and using RFID cards, are governed by such agreement. Registration without explicit acceptance of this Agreement is not possible.

When you make an order for the charging of an electric vehicle through the Services, PowerMate acts as an agent on behalf of the Operator to conclude your order and to manage your experience throughout the order process. If during this process PowerMate has received an amount payable by a User to an Operator, such payment shall discharge the User of any payment obligation towards the Operator. PowerMate is not liable and does not take any responsibility for the provision of the charging of electric vehicles by users.

3. Prices

For consumers, all applicable prices are listed inclusive of VAT. For businesses, applicable prices are exclusive of VAT or unless otherwise stated. All prices are indicated on the Services before the start of a charging process or any other transaction is initiated. PowerMate estimates the charging price prior to the initiation of a charge and reserves the necessary amount.

PowerMate is free for personal use, but may charge for certain Services, such as transaction fees for facilitating sharing of charge points to other users.

For transactions between private (non-enterprise) users of the platform provided by PowerMate, the

users taking part are free to set prices as they wish. PowerMate is not responsible for the prices agreed upon in such a transaction.

For enterprises, business entities and other partners, Services may be subject to monthly subscription plans and usage fees as agreed.

PowerMate also sells physical goods, such as but not limited to RFID cards, QR stickers and SIM cards on the PowerMate Shop, where the prices will be clearly stated before purchase.

PowerMate will deliver a receipt for products and services which are not free.

4. Billing

PowerMate may charge you via a variety of payment methods, such as your Wallet, debit/credit card, or by invoice.

Invoices may be sent by PowerMate via mail or email, and are also accessible in your PowerMate user account. Full payment for invoices issued must be received by PowerMate fifteen (15) days after the issue date of the invoice, unless otherwise stated or agreed. The due date will be stated on the invoice. Unpaid amounts are subject to a charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services.

PowerMate may suspend access to the Services, with immediate effect, if the User fails to pay any fees invoiced by PowerMate pursuant to this Agreement. Suspension will not relieve the User of its obligation to pay such invoices or any other fees payable to PowerMate for the relevant Services.

5. Obligations

You will cooperate with PowerMate by providing such information and materials as PowerMate may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

It is your responsibility to ensure that the registered payment method is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, PowerMate reserves the right to temporarily suspend your access to the Services or part of it until the overdue balance is fully paid. PowerMate has the right to seek payment from you by other means, such as by sending a separate invoice for your use of the Services.

You are responsible for complying with the specific parking restrictions and regulations at the charging station (such as written instructions shown at the charging station or the instructions given by its owner, or the personnel of the charging station operators).

You shall use the charging station correctly and in accordance with the provided instructions and ensure that the charging station is suitable for the vehicle to be charged. If the charging station is damaged or defective, the User should inform its owner and PowerMate.

You must take due care to protect your PowerMate account against misuse by others and promptly notify PowerMate about any detected misuse. You are responsible for keeping your account secure and not granting access to your account to others.

You are obligated to immediately notify PowerMate if you believe that your account or the charging key has been used by an unauthorized person or in an unauthorized manner. PowerMate may then block your access to the Services.

In the event of the loss of your charging key or the mobile phone on which the application operated by PowerMate has been installed, you shall immediately notify PowerMate. PowerMate may then block your access to the Services. If you do not give such notification and the charging key or the mobile phone in question remains in illegitimate use, PowerMate reserves the right to claim incurred losses as a damage from you in accordance with applicable law. For the sake of clarity, this clause does not constitute additional claims for damages against you as a consumer.

You are solely responsible for ensuring that you comply with all applicable regulations, laws, or conventions before using the Services.

Unless explicitly granted to You in writing by PowerMate, You must not (and must not allow any third party to) directly or indirectly: I. Rent, lease, copy, transfer, resell, sublicense, lease, time-share, or otherwise provide access to the Services to a third party; II. Modify or create a derivative work of the PowerMate Services or any portion of it; III. Reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Services, except to the extent expressly permitted by applicable law and then only with advance notice in writing to PowerMate; IV. Break or circumvent any security measures of the Services, or configure the Services to avoid incurring fees or in any way disrupt the integrity, performance or security of the Services; V. Access the Services for the purpose of building a competitive product or service or copying its features or user interfaces; VI. Use or permit the Services to be used for any illegal or misleading purpose, or any manner inconsistent with this Agreement; VII. Collect, use, and disclose data that violates any third-party rights, including privacy, publicity rights and intellectual property rights, ("Intellectual Property Rights" meaning all intellectual property rights globally, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (including but not limited to any and all copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs).

You agree that PowerMate retains all rights, title and interest (including all Intellectual Property Rights) in and to the Services, and all related or underlying documentation, technology, code, know-how, logos, templates, anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing (all of which is deemed PowerMate's confidential information) and that PowerMate reserves any licenses not specifically granted in this Agreement. You acknowledge and agree that you have no right to obtain a copy of the software behind any of the Services and that PowerMate has sole discretion to make updates, bug fixes, modifications or improvements to the Services from time to time. PowerMate reserves the right to change or remove features of the Services from time to time.

6. Liability

The use of the Services is the sole responsibility of the User. The Services are supplied "as is" and may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Agreement.

Nothing in this Agreement shall operate so as to exclude or limit either party's liability to the other for death or personal physical injury arising out of negligence, fraud or fraudulent misrepresentation.

PowerMate (or its affiliates, licensors and suppliers) shall not be liable concerning any subject matter arising from or related to this Agreement, the Services or any of the websites operated by PowerMate or regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise) for; (i) any loss of profits, contracts, revenue, business, business opportunity, loss or corruption of data or recovery of data, goodwill, security breach resulting from a failure of a third party telecommunications and/or the internet, anticipated savings or revenue (regardless of whether any of these is direct, indirect or consequential); (ii) any loss or damage arising in connection with liabilities to third parties (whether direct, indirect or consequential); (iii) any matter beyond its reasonable control; and (iv) any indirect, incidental or consequential loss or damage whatsoever; or (v) damages in the aggregate for all claims in excess of amounts paid to PowerMate by the User (hereunder during the 12-month period preceding the date on which the first claim arose), even if PowerMate has been advised of the possibility of such damages. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein.

7. Force Majeure

Neither party will be liable for any delay or failure to perform its obligation under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

8. Termination

This Agreement may be terminated by either party without notice at any time for any reason. After termination, you will no longer have access to the Services.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Thus the termination does not affect existing claims with respect to the charging processes that have previously taken place, including the obligation to pay for all charging sessions you initiated before the termination.

9. Data Protection

PowerMate or commissioned service providers collect, process and use data pertaining to you for the implementation of the contractual relationship pursuant to the provisions of the General Data Protection Regulation (EU/2016/679), known as GDPR, and other applicable national data protection legislation.

Unique identification number that is used to identify you, your vehicle, personal details and transactional details may be transferred to other users of the platform in order to facilitate matching between users looking to find a charger, and users providing charging possibilities. Personal details,

contact details and transactional details may also be transferred to the partners of PowerMate for the purpose of invoicing and customer service.

PowerMate may use non-personal data collected in the provision of the Services in order to (i) improve the Services and its other products and services, and (ii) share statistical information with its partners.

For further information, please see our Privacy Policy.

10. Waiver

PowerMate's decision not to enforce or exercise any provision of the Agreement is not a waiver of that provision.

11. Assignment

The User is not entitled to transfer any rights or obligations under the Agreement to any third party without the prior written consent from PowerMate.

12. Severability

Should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.

13. Consumer withdrawal and complaint rights

Withdrawal and returns of Products: You have the right to withdraw from the Agreement within fourteen (14) days from the day on which you, or a third party indicated by you, acquire possession of a physical good purchased from PowerMate (a "Product"). You must inform PowerMate of the decision to withdraw from the Agreement by another unequivocal statement of your intention to withdraw from the contract (such as an email to info@PowerMate.tech). If you wish to withdraw from the Agreement, you have to return or hand over the Products to PowerMate without undue delay, and in any event no later than (14) days from the day on which the withdrawal is communicated to PowerMate. You shall return the Products to PowerMate at your own cost and in accordance with PowerMate's instructions. PowerMate undertakes to refund all payments received, except for extraordinary delivery costs decided by you, without undue delay and in any event no later than 14 days from the day on which PowerMate receives the returned Products. The reimbursement will be carried out using the same means of payment as used for the initial transaction, unless you and PowerMate expressly have agreed otherwise. You are liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the product. You are furthermore liable for any reduction in value for which the Products can be resold.

Charging services: The right of withdrawal ceases from the time a purchase of a service/a charging session has been completed. If, in connection with the purchase of charging services, you have requested that the charging supply commences before the expiry of the cancellation period, and you still wish to cancel, you must be aware that we will charge a reasonable payment for the part of the service that was already delivered at the time of cancellation. When such service has been completed, the right of withdrawal ceases.

Defects: The Swedish Sale of Goods Act applies to any defects to the delivered Products. If you wish to file a complaint about a defect or other matters regarding the Products please contact us using the e-mail info@PowerMate.com.

Dispute resolution: Any claim under Swedish law may be brought before the Stockholm district court, and/or the Swedish National Board for Consumer Disputes and/or the The Swedish Consumer Agency. An alternative dispute resolution procedure is also offered by the European Commission to citizens of EU and EEA member states through their platform for Online Dispute Resolution. If you are not satisfied with the outcome of this procedure, you can still bring ordinary legal proceedings.

14. Governing Law and Jurisdiction

This Agreement is subject to the laws of Sweden.

If any dispute arising out of or in connection with this Agreement were to be litigated, such dispute shall be settled by the Stockholm District Court as sole proper venue.

15. Changes to these Terms of Use

This Agreement was last updated on 29 January 2024.

PowerMate reserves the right in its sole discretion, to modify, update, or otherwise revise the Terms of Use at any time. Such revisions shall be effective immediately upon posting updates to the Terms of Use on this webpage. PowerMate will notify you of any material changes to the terms. By using the Services after PowerMate has posted any modification, updates, or revisions, the User agrees to be bound by such revised Terms of Use. If any modification, update, or other change to these Terms of Use are not acceptable to you, then you have the right to terminate this Agreement provided you immediately terminate your use or access to the Services.