

# Terms of Service Recharge

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## For chargers located in Finland

RECHARGE Terms and Conditions: Subscriptions for charging electric vehicles

Under the name RECHARGE, Recharge Finland Oy offers motorists equipment and expert services related to charging electric vehicles, as well as invoicing solutions and charging services.

These terms and conditions regulate the relationship between Recharge Finland Oy and the motorist (hereinafter "the Customer") who is connected to the RECHARGE service (hereinafter "the Service"). "Customer" refers to both legal and natural persons. The Service may include the provision and use of an RFID card as an alternative means for connecting to the Service, if separately ordered by the Customer. These conditions shall not apply to cases where they limit the Customer's rights as defined in mandatory legal provisions.

These terms and conditions apply to the use of the Service on chargers connected to the networks of RECHARGE or its partners also when such chargers are located in Norway, Sweden, or any other EU country, if such use has been made possible by RECHARGE.

In addition to these terms and conditions, the Finnish Consumer Protection Act (38/1978 as amended) shall apply.

### 1. Connection to the Service

The connection to the Service occurs via text message, an RFID card, or a mobile application.

### 2. Cancellation of the Service

In their capacity as a consumer, Customers have the right to give notice to terminate the agreement within 14 days from the conclusion of the agreement without specifying a reason. A subscription agreement concerning charging via text message arises when the Customer has received an acknowledgement of the arrival and acceptance of the text message subscription. The cancellation period is considered to be complied with if the Customer sends the cancellation notification before the end of the cancellation period.

If the Customer has requested provision of the Service before the end of the cancellation period, the Customer shall pay Recharge Finland Oy reasonable compensation for the Services provided to fulfil the agreement before the cancellation notification is made.

To exercise their right to cancel, the Customer shall notify Recharge Finland Oy of their decision. To exercise their right to cancel, the Customer must send to Recharge Finland Oy their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel.

The Customer may deliver the service cancellation form or other free-format form electronically to [chargedrive.fi@fortum.com](mailto:chargedrive.fi@fortum.com) or by telephone to our customer service, tel. +358 20 33 4455 (0,084€/min) (without charge).

### **3. Payment via the RECHARGE service**

To receive the right to use the Service, the Customer shall authenticate themselves either via text message, an RFID or the mobile application.

Using the Service via an RFID or the mobile application requires registration to the Service by the Customer. Such registration requires the Customer to provide personal information to Recharge Finland Oy, such as email address, and to select a password for their account. Additional personal information might be required to be provided by the Customer after registration, subject to ancillary services requested by the Customer, such as name and address details for being able to receive an RFID card, and payment information for the chosen payment method for being able to create a valid invoicing relationship between Recharge Finland Oy and the Customer and to purchase charging services through the Service.

payment method for being able to create a valid invoicing relationship between Recharge Finland Oy and the Customer and to purchase charging services through the Service.

Using the Service via text message requires the Customer to provide Fortum Markets with personal information such as mobile phone number.

Charging subscribed for via text message is debited by the Customer's mobile operator on the Customer's mobile phone invoice. In addition, the mobile operator may charge for any text message costs (data communication charges). Charging which takes place via RFID cards or the mobile application is debited to the Customer's payment card or invoiced in arrears by bill, if the latter option is offered to the Customer. When charging is initiated by drop in card payment through [pay.chargedrive.com](http://pay.chargedrive.com), an amount of €35 will be reserved on the payment card. When the charging is finished, we release the reservation and charge the payment card for the session.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the RECHARGE service. After registration, the Customer will be sent a one-time registration token by email for confirming the account, after which they will be able to access it. Recharge Finland Oy is not responsible for incorrectly input data during or after registration.

By accepting the terms and conditions upon registration to the Service, the Customer accepts that Recharge Finland Oy will debit the charging fee, including applicable taxes and service charges.

The final charging fee, which is based on the time of charging or the amount charged and the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited from the Customer. Charging is completed either by the system according to the Customer's instructions when charging is begun or extended, or by the Customer at any time.

RECHARGE Services can only be used with chargers at charging stations connected to the networks of RECHARGE or its partners. The chargers are made visible in RECHARGE's mobile application and fitted with RECHARGE markings.

#### **4. The Customer's obligations and commitments**

It is the Customer's responsibility to ensure that charging begins and is completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger. Charging which is

initiated via text message does not begin until a text message acknowledgement is sent to the sender and the Customer has connected their vehicle to the charging station for charging according to the instructions.

Charging via an RFID card or the mobile application begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after authentication via the RFID or the mobile application. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station.

It is the Customer's responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Recharge Finland Oy has the right to seek payment from the Customer by other means, such as by sending a separate invoice for the Customer's use of the Service.

It is the Customer's responsibility to ensure that their payment information on their RECHARGE account is up-to-date and valid at the time of attempting to purchase charging services through the Service. Failure to do so can result in Recharge Finland Oy closing the Customer's account.

Recharge Finland Oy reserves the right to introduce monthly membership fees to the service. If such fees are introduced, the Customer will be informed of such changes with 30 days' notice. In case of the introduction of such fees, the Customer is responsible for payment of the monthly membership fee until membership is terminated. Recharge Finland Oy has the right to immediately close a Customer's account if the Customer does not pay the invoice or card invoice on time. In the event of late payment, Recharge Finland Oy reserves the right to charge interest on late payments, and, where relevant, a collection fee.

The Customer is responsible for complying with the specific parking restrictions and regulations at the charging station.

## 5. Product prices

Recharge Finland Oy offers its Customers different RECHARGE charging services with varying features and prices.

The specific terms and conditions referred to in these terms and conditions may only concern specific charging services.

The applicable price of the charging service is available at the charging stations and / or on the mobile application. The service price may also be Customer-specific, in which case it might differ from the basic price. The prices may vary.

## 6. General terms and conditions

Information on Customers' purchase transactions is visible in real time on their RECHARGE account, which may be viewed on the mobile application. The period-specific reports of the account may be viewed at any time on the mobile application, and Recharge Finland Oy retains the charging information for at least 12 months.

### ● *Responsibility for the personal password*

When the Customer registers for the Service, they provide their email address and a chosen password for logging into their account. Fortum Markets then sends the Customer a one-time registration token by email for confirming the account. The Customer is, for their part, responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in a way that allows others to gain access to the information.

The Customer shall immediately notify the customer service of Recharge Finland Oy (tel. +358 20 33 4455 (0,084€/min)) if there is any reason to believe that unauthorized persons have gained access to or knowledge of the password.

### ● *Unauthorized use of the Service*

The Customer is responsible for any unauthorized use of the Service under their control. The Customer is obligated to immediately or as soon as possible notify Recharge Finland Oy if they believe that their account has been used by an unauthorized person or in an unauthorized manner. The best way to minimize any costs incurred by such misuse is to call our customer service (tel. +358 20 33 4455 (0,084€/min)) as soon as possible.

If the RECHARGE RFID card or the mobile phone of the Customer with installed RECHARGE mobile application is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the RFID card or the mobile phone) contact the customer service of Recharge Finland Oy, tel. +358 20 33 4455 (0,084€/min). If the Customer does not give notification of the loss or theft of the RECHARGE RFID card or the mobile phone within the aforementioned time limit, they shall be responsible for any reported purchase transactions in full.

- *Complaints and investigation of a RECHARGE purchase transaction*

A Customer wishing to submit a complaint shall notify Recharge Finland Oy within 60 days of the date on which the purchase transaction in question became available on their account. The complaint shall clearly indicate the type of error. If this is not done correctly, the Customer will lose their right for the error investigation and correction, apart from exceptions due to mandatory legislation. When a Customer submits a complaint, Recharge Finland Oy shall carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Recharge Finland Oy. If and when a complaint is accepted, Recharge Finland Oy shall compensate the Customer for the amount without delay. If the complaint is rejected, Recharge Finland Oy shall inform the Customer of the result of the investigation of the complaint and justify the position of Fortum Markets Oy.

- *Changes to the Services or terms and conditions*

Both parties are aware that the electric vehicle charging sector is rapidly developing. Recharge Finland Oy therefore reserves the right to modify these terms and conditions in order to adapt the operation of the RECHARGE service or the terms and conditions to new or modified technologies, devices, standards,

legislation, policies, or to appropriate technical, information security, administrative, business, operations', or other relevant procedures. The Customer shall be informed of such changes with 30 days' notice on the website [www.rechargeinfra.com](http://www.rechargeinfra.com). If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the agreement.

- *Termination of membership*

The Customer may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period. The notice of termination shall be sent by e-mail to [chargedrive.fi@fortum.com](mailto:chargedrive.fi@fortum.com) or by contacting the customer service of Recharge Finland Oy, tel. +358 20 33 4455 (0,084€/min).

- *Recharge Finland Oy has the right to give notice to terminate this agreement*

if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

- the Customer does not meet their payment obligations
- the Customer uses the Service contrary to this agreement or to the obligations they have towards Recharge Finland Oy
- Recharge Finland Oy has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc.

## 8. Liability and limitation of liability of Recharge Finland Oy

The different charging services offered by Recharge Finland Oy may have separate warranty conditions. In addition to the seller's product warranty stated in the product-specific warranty conditions, the Consumer Protection Act and other mandatory legal provisions shall apply to the liability for defects of Recharge Finland Oy.

Recharge Finland Oy is not responsible for damage, loss or unavailability of the Service if:

- the cell phone network or related functions are not working
- the cell phone telephone operator has changed its telephone service so that payment via the RECHARGE service is no longer possible.
- the Service has been suspended for reasons which prove to be incorrect, but Recharge Finland Oy had, at the time of suspension, reason to believe that there were grounds for suspension
- a RECHARGE RFID card or the Customer's mobile phone is lost or stolen and misused by another person

Recharge Finland Oy is not responsible for the Customer parking their vehicle in accordance with the law and regulations laid down by a partner company or municipality.

Recharge Finland Oy is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Recharge Finland Oy. The proviso regarding strike, boycott and blockade also applies if Recharge Finland Oy is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Recharge Finland Oy. Recharge Finland Oy is not responsible in relation to the Customer for indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence, gross negligence or willfulness on the part of Recharge Finland Oy, and never in excess of what the Customer is entitled to under mandatory legislation.

## 9. Disputes

The Customer has the right to take any disputes arising between the Customer and Recharge Finland Oy to be settled by the Consumer Disputes Board or the District Court of Espoo, Finland which is the domicile of Fortum, or to use any other rights granted by the law to submit the dispute to be settled by another similar body.

Recharge Finland Oy. Customer service, tel. +358 20 33 4455 (0,084€/min),  
chargedrive.fi@fortum.com, [www.rechargeinfra.com](http://www.rechargeinfra.com)

## For chargers located in Sweden

RECHARGE Terms and Conditions: Subscriptions for charging electric vehicles

Under the name RECHARGE, Recharge Sweden AB offers motorists equipment and expert services related to charging electric vehicles, as well as invoicing solutions and charging services.

These terms and conditions regulate the relationship between Recharge Sweden AB and the motorist (hereinafter "the Customer") who is connected to the RECHARGE service (hereinafter "the Service"). "Customer" refers to both legal and natural persons. The Service may include the provision and use of an RFID card as an alternative means for connecting to the Service, if separately ordered by the Customer. These conditions shall not apply to cases where they limit the Customer's rights as defined in mandatory legal provisions.

These terms and conditions apply to the use of the Service on chargers connected to the networks of RECHARGE or its partners also when such chargers are located in Norway, Sweden, or any other EU country, if such use has been made possible by RECHARGE.

### 1. Connection to the Service

The connection to the Service occurs via text message, an RFID card, or a mobile application.

### 2. Cancellation of the Service

In their capacity as a consumer, Customers have the right to give notice to terminate the agreement within 14 days from the conclusion of the agreement without specifying a reason. A subscription agreement concerning charging via text message arises when the Customer has received an acknowledgement of the arrival and acceptance of the text message subscription. The cancellation period is considered to be complied with if the Customer sends the cancellation notification before the end of the cancellation period.

If the Customer has requested provision of the Service before the end of the cancellation period, the Customer shall pay Recharge Sweden AB reasonable compensation for the Services provided to fulfil the agreement before the cancellation notification is made.

To exercise their right to cancel, the Customer shall notify Recharge Sweden AB of their decision. To exercise their right to cancel, the Customer must send to Recharge Sweden AB their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel.

The Customer may deliver the service cancellation form or other free-format form electronically to [chargedrive@fortum.com](mailto:chargedrive@fortum.com) or by telephone to our customer service, tel. +46 020 - 46 00 20 (without charge).

### 3. Payment via the RECHARGE service

To receive the right to use the Service, the Customer shall authenticate themselves either via text message, an RFID or the mobile application.

Using the Service via an RFID or the mobile application requires registration to the Service by the Customer. Such registration requires the Customer to provide personal information to Recharge Sweden AB, such as email address, and to select a password for their account. Additional personal information might be required to be provided by the Customer after registration, subject to ancillary services requested by the Customer, such as name and address details for being able to receive an RFID card, and payment information for the chosen payment method for being able to create a valid invoicing relationship between Recharge Sweden AB and the Customer and to purchase charging services through the Service.

Using the Service via text message requires the Customer to provide Fortum Markets with personal information such as mobile phone number.

Charging subscribed for via text message is debited by the Customer's mobile operator on the Customer's mobile phone invoice. In addition, the mobile operator may charge for any text message costs (data communication charges). Charging which takes place via RFID cards or the mobile application is debited to the Customer's payment card or invoiced in arrears by bill, if the latter option is offered to the Customer. When charging is initiated by drop in card payment through [pay.chargedrive.com](https://pay.chargedrive.com), an amount of SEK 350 will be reserved on the payment card. When the charging is finished, we release the reservation and charge the payment card for the session.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the RECHARGE service. After registration, the Customer will be sent a one-time registration token by email for confirming the account, after which they will be able to access it. Recharge Sweden AB is not responsible for incorrectly input data during or after registration.

By accepting the terms and conditions upon registration to the Service, the Customer accepts that Recharge Sweden AB will debit the charging fee, including applicable taxes and service charges.

The final charging fee, which is based on the time of charging or the amount charged and the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited from the Customer. Charging is completed either by the system according to the Customer's instructions when charging is begun or extended, or by the Customer at any time.

RECHARGE Services can only be used with chargers at charging stations connected to the networks of RECHARGE or its partners. The chargers are made visible in RECHARGE's mobile application and fitted with RECHARGE markings.



#### **4. The Customer's obligations and commitments**

It is the Customer's responsibility to ensure that charging begins and is completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger. Charging which is

initiated via text message does not begin until a text message acknowledgement is sent to the sender and the Customer has connected their vehicle to the charging station for charging according to the instructions.

Charging via an RFID card or the mobile application begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after authentication via the RFID or the mobile application. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station.

It is the Customer's responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Recharge Sweden AB has the right to seek payment from the Customer by other means, such as by sending a separate invoice for the Customer's use of the Service.

It is the Customer's responsibility to ensure that their payment information on their RECHARGE account is up-to-date and valid at the time of attempting to purchase charging services through the Service. Failure to do so can result in Recharge Sweden AB closing the Customer's account.

Recharge Sweden AB reserves the right to introduce monthly membership fees to the service. If such fees are introduced, the Customer will be informed of such changes with 30 days' notice. In case of the introduction of such fees, the Customer is responsible for payment of the monthly membership fee until membership is terminated. Recharge Sweden AB has the right to immediately close a Customer's account if the Customer does not pay the invoice or card invoice on time. In the event of late payment, Recharge Sweden AB reserves the right to charge interest on late payments, and, where relevant, a collection fee.

The Customer is responsible for complying with the specific parking restrictions and regulations at the charging station.

#### **5. Product prices**

**Recharge Sweden AB offers its Customers different RECHARGE charging services with varying features and prices.**

The specific terms and conditions referred to in these terms and conditions may only concern specific charging services.

The applicable price of the charging service is available at the charging stations and / or on the mobile application. The service price may also be Customer-specific, in which case it might differ from the basic price. The prices may vary.

## 6. General terms and conditions

Information on Customers' purchase transactions is visible in real time on their RECHARGE account, which may be viewed on the mobile application. The period-specific reports of the account may be viewed at any time on the mobile application, and Recharge Sweden AB retains the charging information for at least 12 months.

- *Responsibility for the personal password*

When the Customer registers for the Service, they provide their email address and a chosen password for logging into their account. Fortum Markets then sends the Customer a one-time registration token by email for confirming the account. The Customer is, for their part, responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in a way that allows others to gain access to the information.

The Customer shall immediately notify the customer service of Recharge Sweden AB (tel. +46 020 - 46 00 20) if there is any reason to believe that unauthorized persons have gained access to or knowledge of the password.

- *Unauthorized use of the Service*

The Customer is responsible for any unauthorized use of the Service under their control. The Customer is obligated to immediately or as soon as possible notify Recharge Sweden AB if they believe that their account has been used by an unauthorized person or in an unauthorized manner. The best way to minimize any costs incurred by such misuse is to call our customer service (tel. 020 46 00 46) as soon as possible.

If the RECHARGE RFID card or the mobile phone of the Customer with installed RECHARGE mobile application is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the RFID card or the mobile phone) contact the customer service of Recharge Sweden AB, tel. +46 020 - 46 00 20. If the Customer does not give notification of the loss or theft of the RECHARGE RFID card or the mobile phone within the aforementioned time limit, they shall be responsible for any reported purchase transactions in full.

- *Complaints and investigation of a RECHARGE purchase transaction*

A Customer wishing to submit a complaint shall notify Recharge Sweden AB within 60 days of the date on which the purchase transaction in question became available on their account. The complaint shall clearly indicate the type of error. If this is not done correctly, the Customer will lose their right for the error investigation and correction, apart from exceptions due to mandatory legislation. When a Customer submits a complaint, Recharge Sweden AB shall carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Recharge Sweden AB. If and when a complaint is accepted, Recharge Sweden AB shall compensate the Customer for the amount without delay. If the complaint is rejected, Recharge Sweden

AB shall inform the Customer of the result of the investigation of the complaint and justify the position of Fortum Markets Ab.

- *Changes to the Services or terms and conditions*

Both parties are aware that the electric vehicle charging sector is rapidly developing. Recharge Sweden AB therefore reserves the right to modify these terms and conditions in order to adapt the operation of the RECHARGE service or the terms and conditions to new or modified technologies, devices, standards, legislation, policies, or to appropriate technical, information security, administrative, business, operations', or other relevant procedures. The Customer shall be informed of such changes with 30 days' notice on the website [www.rechargeinfra.com](http://www.rechargeinfra.com). If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the agreement.

- *Termination of membership*

The Customer may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period. The notice of termination shall be sent by e-mail to [chargedrive@fortum.com](mailto:chargedrive@fortum.com) or by contacting the customer service of Recharge Sweden AB, tel. +46 020 - 46 00 20.

- *Recharge Sweden AB has the right to give notice to terminate this agreement*

if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

- the Customer does not meet their payment obligations
- the Customer uses the Service contrary to this agreement or to the obligations they have towards Recharge Sweden AB
- Recharge Sweden AB has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc.

## **8. Liability and limitation of liability of Recharge Sweden AB**

The different charging services offered by Recharge Sweden AB may have separate warranty conditions. In addition to the seller's product warranty stated in the product-specific warranty conditions, the Consumer Protection Act and other mandatory legal provisions shall apply to the liability for defects of Recharge Sweden AB.

Recharge Sweden AB is not responsible for damage, loss or unavailability of the Service if:

- the cell phone network or related functions are not working
- the cell phone telephone operator has changed its telephone service so that payment via the RECHARGE service is no longer possible.

- the Service has been suspended for reasons which prove to be incorrect, but Recharge Sweden AB had, at the time of suspension, reason to believe that there were grounds for suspension
- a RECHARGE RFID card or the Customer's mobile phone is lost or stolen and misused by another person

Recharge Sweden AB is not responsible for the Customer parking their vehicle in accordance with the law and regulations laid down by a partner company or municipality.

Recharge Sweden AB is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Recharge Sweden AB. The proviso regarding strike, boycott and blockade also applies if Recharge Sweden AB is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Recharge Sweden AB. Recharge Sweden AB is not responsible in relation to the Customer for indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence, gross negligence or willfulness on the part of Recharge Sweden AB, and never in excess of what the Customer is entitled to under mandatory legislation.

## **9. Disputes**

The Customer has the right to take any disputes arising between the Customer and Recharge Sweden AB to be settled by the Consumer Disputes Board or the District Court of Stockholm, Sweden which is the domicile of Recharge Sweden AB, or to use any other rights granted by the law to submit the dispute to be settled by another similar body.

Recharge Sweden AB. Customer service, tel. +46 020 - 46 00 20, [chargedrive@fortum.com](mailto:chargedrive@fortum.com), [www.rechargeinfra.com](http://www.rechargeinfra.com)

## For chargers located in Norway

RECHARGE Terms and Conditions: Subscriptions for charging electric vehicles

Under the name RECHARGE, Recharge AS offers motorists equipment and expert services related to charging electric vehicles, as well as invoicing solutions and charging services.

These terms and conditions regulate the relationship between Recharge AS and the motorist (hereinafter "the Customer") who is connected to the RECHARGE service (hereinafter "the Service"). "Customer" refers to both legal and natural persons. The Service may include the provision and use of an RFID card as an alternative means for connecting to the Service, if separately ordered by the Customer. These conditions shall not apply to cases where they limit the Customer's rights as defined in mandatory legal provisions.

These terms and conditions apply to the use of the Service on chargers connected to the networks of RECHARGE or its partners also when such chargers are located in Norway, Sweden, or any other EU country, if such use has been made possible by RECHARGE.

### 1. Connection to the Service

The connection to the Service occurs via text message, an RFID card, or a mobile application.

### 2. Cancellation of the Service

In their capacity as a consumer, Customers have the right to give notice to terminate the agreement within 14 days from the conclusion of the agreement without specifying a reason. A subscription agreement concerning charging via text message arises when the Customer has received an acknowledgement of the arrival and acceptance of the text message subscription. The cancellation period is considered to be complied with if the Customer sends the cancellation notification before the end of the cancellation period.

If the Customer has requested provision of the Service before the end of the cancellation period, the Customer shall pay Recharge AS reasonable compensation for the Services provided to fulfil the agreement before the cancellation notification is made.

To exercise their right to cancel, the Customer shall notify Recharge AS of their decision. To exercise their right to cancel, the Customer must send to Recharge AS their name, telephone number, and e-mail address, together with an unambiguous statement detailing the decision to cancel.

The Customer may deliver the service cancellation form or other free-format form electronically to [chargedrive@fortum.com](mailto:chargedrive@fortum.com) or by telephone to our customer service, tel. +47 69 14 14 10 (without charge).

### 3. Payment via the RECHARGE service

To receive the right to use the Service, the Customer shall authenticate themselves either via text message, an RFID or the mobile application.

Using the Service via an RFID or the mobile application requires registration to the Service by the Customer. Such registration requires the Customer to provide personal information to Recharge AS, such as email address, and to select a password for their account. Additional personal information might be required to be provided by the Customer after registration, subject to ancillary services requested by the Customer, such as name and address details for being able to receive an RFID card, and payment information for the chosen payment method for being able to create a valid invoicing relationship between Recharge AS and the Customer and to purchase charging services through the Service.

Using the Service via text message requires the Customer to provide Fortum Markets with personal information such as mobile phone number.

Charging subscribed for via text message is debited by the Customer's mobile operator on the Customer's mobile phone invoice. In addition, the mobile operator may charge for any text message costs (data communication charges). Charging which takes place via RFID cards or the mobile application is debited to the Customer's payment card or invoiced in arrears by bill, if the latter option is offered to the Customer. When charging is initiated by drop in card payment through [pay.chargedrive.com](https://pay.chargedrive.com), an amount of NOK 350 will be reserved on the payment card. When the charging is finished, we release the reservation and charge the payment card for the session.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the RECHARGE service. After registration, the Customer will be sent a one-time registration token by email for confirming the account, after which they will be able to access it. Recharge AS is not responsible for incorrectly input data during or after registration.

By accepting the terms and conditions upon registration to the Service, the Customer accepts that Recharge AS will debit the charging fee, including applicable taxes and service charges.

The final charging fee, which is based on the time of charging or the amount charged and the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited from the Customer. Charging is completed either by the system according to the Customer's instructions when charging is begun or extended, or by the Customer at any time.

RECHARGE Services can only be used with chargers at charging stations connected to the networks of RECHARGE or its partners. The chargers are made visible in RECHARGE's mobile application and fitted with RECHARGE markings.

#### **4. The Customer's obligations and commitments**

It is the Customer's responsibility to ensure that charging begins and is completed correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger. Charging which is



initiated via text message does not begin until a text message acknowledgement is sent to the sender and the Customer has connected their vehicle to the charging station for charging according to the instructions.

Charging via an RFID card or the mobile application begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after authentication via the RFID or the mobile application. It is the Customer's responsibility to ensure that the vehicle has the right conditions to charge at the charging station.

It is the Customer's responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Recharge AS has the right to seek payment from the Customer by other means, such as by sending a separate invoice for the Customer's use of the Service.

It is the Customer's responsibility to ensure that their payment information on their RECHARGE account is up-to-date and valid at the time of attempting to purchase charging services through the Service. Failure to do so can result in Recharge AS closing the Customer's account.

Recharge AS reserves the right to introduce monthly membership fees to the service. If such fees are introduced, the Customer will be informed of such changes with 30 days' notice. In case of the introduction of such fees, the Customer is responsible for payment of the monthly membership fee until membership is terminated. Recharge AS has the right to immediately close a Customer's account if the Customer does not pay the invoice or card invoice on time. In the event of late payment, Recharge AS reserves the right to charge interest on late payments, and, where relevant, a collection fee.

The Customer is responsible for complying with the specific parking restrictions and regulations at the charging station.

## **5. Product prices**

**Recharge AS offers its Customers different RECHARGE charging services with varying features and prices.**

The specific terms and conditions referred to in these terms and conditions may only concern specific charging services.

The applicable price of the charging service is available at the charging stations and / or on the mobile application. The service price may also be Customer-specific, in which case it might differ from the basic price. The prices may vary.

## **6. General terms and conditions**

Information on Customers' purchase transactions is visible in real time on their RECHARGE account, which may be viewed on the mobile application. The period-specific reports of the account may be viewed at any time on the mobile application, and Recharge AS retains the charging information for at least 12 months.

- *Responsibility for the personal password*

When the Customer registers for the Service, they provide their email address and a chosen password for logging into their account. Fortum Markets then sends the Customer a one-time registration token by email for confirming the account. The Customer is, for their part, responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in a way that allows others to gain access to the information.

The Customer shall immediately notify the customer service of Recharge AS (tel. 020 46 00 46) if there is any reason to believe that unauthorized persons have gained access to or knowledge of the password.

- *Unauthorized use of the Service*

The Customer is responsible for any unauthorized use of the Service under their control. The Customer is obligated to immediately or as soon as possible notify Recharge AS if they believe that their account has been used by an unauthorized person or in an unauthorized manner. The best way to minimize any costs incurred by such misuse is to call our customer service (tel. 020 46 00 46) as soon as possible.

If the RECHARGE RFID card or the mobile phone of the Customer with installed RECHARGE mobile application is lost or stolen, the Customer shall immediately (within two (2) days of becoming aware of the loss or theft of the RFID card or the mobile phone) contact the customer service of Recharge AS, tel. 020 46 00 46. If the Customer does not give notification of the loss or theft of the RECHARGE RFID card or the mobile phone within the aforementioned time limit, they shall be responsible for any reported purchase transactions in full.

- *Complaints and investigation of a RECHARGE purchase transaction*

A Customer wishing to submit a complaint shall notify Recharge AS within 60 days of the date on which the purchase transaction in question became available on their account. The complaint shall clearly indicate the type of error. If this is not done correctly, the Customer will lose their right for the error investigation and correction, apart from exceptions due to mandatory legislation. When a Customer submits a complaint, Recharge AS shall carry out a technical investigation.

Complaints regarding incorrect charging costs are processed and determined by Recharge AS. If and when a complaint is accepted, Recharge AS shall compensate the Customer for the amount without delay. If the complaint is rejected, Recharge AS shall inform the Customer of the result of the investigation of the complaint and justify the position of Fortum Markets Ab.

- *Changes to the Services or terms and conditions*

Both parties are aware that the electric vehicle charging sector is rapidly developing. Recharge AS therefore reserves the right to modify these terms and conditions in order to adapt the operation of the RECHARGE service or the terms and conditions to new or



modified technologies, devices, standards, legislation, policies, or to appropriate technical, information security, administrative, business, operations', or other relevant procedures. The Customer shall be informed of such changes with 30 days' notice on the website [www.rechargeinfra.com](http://www.rechargeinfra.com). If the Customer does not agree to the changes in the terms and conditions, the Customer has the right to terminate the agreement.

- *Termination of membership*

The Customer may terminate their membership with one (1) month's period of notice, effective from the end of the current subscription period. The notice of termination shall be sent by e-mail to [chargedrive@fortum.com](mailto:chargedrive@fortum.com) or by contacting the customer service of Recharge AS, tel. +47 69 14 14 10

- *Recharge AS has the right to give notice to terminate this agreement*

if, having received a reminder, the Customer has not within a reasonable period remedied the situation in the following cases:

- the Customer does not meet their payment obligations
- the Customer uses the Service contrary to this agreement or to the obligations they have towards Recharge AS
- Recharge AS has cause to suspect that the Service is being misused.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, if the vehicle is sold or temporarily out of use, etc.

## **8. Liability and limitation of liability of Recharge AS**

The different charging services offered by Recharge AS may have separate warranty conditions. In addition to the seller's product warranty stated in the product-specific warranty conditions, the Consumer Protection Act and other mandatory legal provisions shall apply to the liability for defects of Recharge AS.

Recharge AS is not responsible for damage, loss or unavailability of the Service if:

- the cell phone network or related functions are not working
- the cell phone telephone operator has changed its telephone service so that payment via the RECHARGE service is no longer possible.
- the Service has been suspended for reasons which prove to be incorrect, but Recharge AS had, at the time of suspension, reason to believe that there were grounds for suspension
- a RECHARGE RFID card or the Customer's mobile phone is lost or stolen and misused by another person

Recharge AS is not responsible for the Customer parking their vehicle in accordance with the law and regulations laid down by a partner company or municipality.

Recharge AS is not responsible for damage or loss caused by a legal provision, official action, war, sabotage, failure or delay in delivery, telephone connections or other traffic and communications connections and transportation, strike, boycott, or other similar circumstances beyond the control of Recharge AS. The proviso regarding strike, boycott and blockade also applies if Recharge AS is the subject of the said actions.

Any damage or loss that occurs in other circumstances will not be reimbursed by Recharge AS. Recharge AS is not responsible in relation to the Customer for indirect damage, such as loss of income or damage to the relationship between the Customer and third parties, except if the loss is caused by negligence, gross negligence or willfulness on the part of Recharge AS, and never in excess of what the Customer is entitled to under mandatory legislation.

## **9. Disputes**

The Customer has the right to take any disputes arising between the Customer and Recharge AS to be settled by the Consumer Disputes Board or the District Court of Stockholm, Sweden which is the domicile of Recharge AS, or to use any other rights granted by the law to submit the dispute to be settled by another similar body.

Recharge AS. Customer service, tel. +47 69 14 14 10, [chargedrive@fortum.com](mailto:chargedrive@fortum.com),  
[www.rechargeinfra.com](http://www.rechargeinfra.com)