

Terms of Service

Updated March 13, 2024

General Terms

These Terms of Service are a contract between you and Charli Charging (referred to in this Terms of Service as "Charli Charging", "us", "we" or "our"), the provider of the Charli Charging mobile app and the services accessible from the Charli Charging mobile app.

By accessing and utilizing the Charli Charging Service, you confirm that you are in agreement with and bound by the Terms of Service outlined below. These terms apply to our website at www.charlicharging.com and its associated subdomains ("Website"), our mobile application (Charli Charging), and our EV charging network (collectively, our "Service").

By using the Service, you agree to be bound by the following general terms:

1. Follow all rules, regulations and codes of conduct posted by each host property in the Charli Charging network. We aim to foster a positive relationship between our host properties and EV charging users, only possible via mutual respect for each other's property.
2. Tampering with any charging station or host property in the Charli Charging network, including the Charli Charging mobile application and its related hardware and software products and services, is strictly prohibited.
3. Leave each charging station and the associated area of the host property in (at minimum) the same condition it was when you arrived. After completing a charging session, you agree to ensure that the charging cord has been cleared from the adjacent parking space(s) and that the charging cord is not presenting a trip hazard.
4. Respect the user's right to charge their vehicle. Unplugging another user's vehicle during an active charging session, without their knowledge or consent, is strictly prohibited.

You agree that any violation of these general terms may subject you and your account to be banned from accessing the Charli Charging Service, at the sole discretion of Charli Charging.

If you need something, say something: you can connect to our live Support Team directly in the app via the "Support" button.

License

Charli Charging grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the mobile app strictly in accordance with the terms of this Agreement.

You are agreeing to be bound by these Terms of Service. If you do not agree to these Terms of Service, please do not use the Service. In these Terms of Service, "you" refers both to you as an individual and to any other individual or entity you represent, including others who utilize the Service on your behalf. If you violate any of these Terms of Service, we reserve the right to cancel your account, suspend or block access to your account without notice.

Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the app or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the app.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Charli Charging or its affiliates, partners, suppliers or the licensors of the app.

Payment

If you pay for any Services via a one-time payment, you agree to pay all fees or charges to your account for the Service in accordance with the billing terms in effect at the time that each fee or charge is due and payable. When you begin a paid charging session, we will request a pre-authorization amount that represents the upper-bound total expense for your charging session (calculated using property-specific data). During a paid charging session, you will see this pre-authorization charge reflected on the payment method you used during the charging session authentication process. Your final cost for the charging session will be determined when the session is complete, and this final cost will be the only deduction made from your payment method.

Your Payment Provider's agreement governs your use of the designated payment method, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider. By providing Charli Charging with your credit card number and associated payment information, you agree that Charli Charging is authorized to verify information immediately, and consent to Charli Charging invoicing your account for all fees and charges due and payable to Charli Charging. Charli Charging reserves the right at any time to

change its prices and billing methods, either immediately upon posting on our Site or by e-mail delivery. No additional notice or consent is required.

Any attorney fees, court costs, or other costs incurred during the collection of delinquent, undisputed amounts shall be the responsibility of and paid for by you.

You are responsible for any third-party fees that you may incur when using the Service including, but not limited to, site-specific parking fees.

Your Feedback

Any feedback, comments, ideas, improvements, or suggestions provided by you to Charli Charging with respect to the app or our Services shall remain the sole and exclusive property of Charli Charging. Charli Charging shall be free to use, copy, modify, publish, or redistribute your feedback for any purpose and in any way.

Your Consent

We've created our Terms of Service to provide you with complete transparency into the rules, regulations, and terms of use for our Service. Please review our Privacy Policy to understand how your information is processed in our network. By using our app, registering an account, or making a purchase, you hereby consent to our Terms of Service.

Links to Other Websites

This Terms of Service applies only to the Services. The Services may contain links to other websites not operated nor controlled by Charli Charging. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored nor checked on an ongoing basis for accuracy or completeness by us. Please remember that when you use a link to go from the Services to an external or third-party website, our Terms of Service and Privacy Policy are no longer in effect. Your browsing and interaction on any external or third-party website, including those that have a link on our platform, is subject to that website's own rules and policies.

Cookies

The Website uses cookies and similar technologies via Squarespace as our website hosting provider. Cookies are small files or pieces of text that download to a device when a visitor

accesses a website or app. For information about the cookies Squarespace uses on your device, visit [The cookies Squarespace uses](#).

- [These functional and required cookies are always used](#), which allow Squarespace, our hosting platform, to securely serve the Website to you. These cookies cannot be blocked or disabled.
- [These analytics and performance cookies](#) are used on the Website only when you acknowledge our cookie banner. This website uses analytics and performance cookies to view site traffic, activity, and other data. These cookies are used only when you accept their usage.

The EV Charging Service, consisting of our mobile application and EV charging network, does not utilize cookies of any kind.

Changes To Our Terms of Service

You acknowledge and agree that Charli Charging may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users at Charli Charging's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to inform Charli Charging when you stop using the Service. You acknowledge and agree that if Charli Charging restricts access to your account, you may be prevented from accessing the Service, your account details or any files or other materials that are contained in your account.

If Charli Charging makes any changes to our Terms of Service, we will post those changes on this page, and/or update the Terms of Service modification date above.

Modifications to Our App

We constantly strive to make modifications that continuously improve user experience within our mobile app.

Charli Charging reserves the right to modify, suspend or discontinue, temporarily or permanently, the mobile app or any Service to which it connects, with or without notice and without liability to you.

Updates to Our App

Charli Charging may from time to time provide enhancements or improvements to the features/ functionality of the app, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the app. You agree that Charli Charging has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the app to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the app, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that Charli Charging shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Charli Charging does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and are subject to such Third Parties' Terms and Conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or Charli Charging.

Charli Charging may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement is terminated immediately without prior notice in the event that you fail to comply with any provision of this Agreement.

You may also terminate this Agreement by deleting the app and all copies thereof from your mobile device. Upon termination of this Agreement, you shall cease all use of the app and delete all copies of the app from your mobile device.

Termination of this Agreement will not limit any of Charli Charging's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Copyright Infringement Notice

If you are a copyright owner or such owner's agent and believe any material on our app constitutes an infringement on your copyright, please contact us and provide the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on your behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

Indemnification

Charli Charging will not be responsible for any outcome that may occur during the course of usage of our resources. You agree to indemnify and hold Charli Charging and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the app; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a Third Party.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by Charli Charging on the Services, shall constitute the entire agreement between you and Charli Charging concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Charli Charging's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND Charli Charging AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES

MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

Charli Charging reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will request for you to re-accept the Terms in the mobile app. We reserve the right to determine what constitutes a material change and will be at our sole discretion.

By continuing to access or use our app after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Entire Agreement

The Agreement constitutes the entire agreement between you and Charli Charging regarding your use of the app and supersedes all prior and contemporaneous written or oral agreements between you and Charli Charging.

You may be subject to additional terms and conditions that apply when you use or purchase other Charli Charging services, which Charli Charging will provide to you at the time of such use or purchase.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before you agree to the changes. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The app and its entire contents, features and functionality (including but not limited to all information, software, lines of code, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Charli Charging, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of Charli Charging, unless and except as is expressly provided in these Terms of Service. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE ANY/ALL DISPUTES RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR Charli Charging's INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and Charli Charging concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Notice of Dispute

In the event of a dispute, you or Charli Charging must give the disputing party a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: admin@charlicharging.com. Charli Charging will send any Notice of Dispute to you by mail to your address if provided (previously or otherwise) or to your email address. You and Charli Charging will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Charli Charging may commence arbitration.

Binding Arbitration

If you and Charli Charging do not resolve any/all disputes via informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Charli Charging without any compensation or credit to you whatsoever. Charli Charging and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using said ideas.

Promotions

Charli Charging may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, Charli Charging reserves the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We reserve the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Charli Charging will immediately issue a credit to your credit card account or payment method used for the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Service to be unenforceable, the remainder of these Terms of Service will continue in full force and effect. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by an authorized representative of Charli Charging. Charli Charging will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Charli Charging operates and controls the Charli Charging Service from its offices in the United States. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Charli Charging Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Service (which include and incorporate the Charli Charging Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Charli Charging concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

Disclaimer

Charli Charging is not responsible for any content, code or any other imprecision.

Charli Charging does not provide warranties or guarantees.

In no event shall Charli Charging be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Charli Charging reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Charli Charging Service and its contents are provided "as-is" and "as-available" without any warranty or representations of any kind, whether expressed or implied. Charli Charging is a distributor and not a publisher of the content supplied by third parties; as such, Charli Charging exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Charli Charging Service. Without limiting the foregoing, Charli Charging specifically disclaims all warranties and representations in any content transmitted on or in connection with the Charli Charging Service or on sites that may appear as links on the Charli Charging Service, or in the products provided as a part of, or otherwise in connection with the Charli Charging Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by Charli Charging or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Charli Charging does not warrant that the Charli Charging Service will be uninterrupted, uncorrupted, timely, or error-free.

Contact Us

Don't hesitate to contact us if you have any questions.

- Via Email: admin@charlicharging.com
- Via Phone Number: (971) 288-6313