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## **Fortum Charge & Drive India Terms and Conditions of Services**

The Fortum Charge & Drive System (hereinafter referred as “**System**”), the Fortum Charge & Drive India native app (hereinafter referred as “**Charge & Drive Native App**”), the website [www.chargedrive.in](http://www.chargedrive.in), and charging stations in India are owned and/or operated by Fortum Charge & Drive India Private Limited (“**Fortum Charge & Drive**”). The services made available by Fortum Charge & Drive including, for example charging services, the Fortum Charge & Drive authorized Payment Gateway Service Provider, are referred to as “**Services**”. In exchange for being able to use the Services, You (hereinafter also referred to as “**Your**” or “**Customer**”) agree to abide by these Terms and Condition of Services (hereinafter referred as “**Terms**”). Fortum Charge & Drive offers the Services to You for getting Your electric vehicle charged at Fortum Charge & Drive owned and operated or operated in association with partners and associates, charging station subject to Your acceptance of these Terms.

Please read these Terms carefully before registering as Customer for accessing or using our Services. By registering as Customer, You agree to be bound by these Terms. If you do not agree to all the Terms, then You may not access or use our Services.

Any new features or tools which are added to the current System or Services shall also be subject to the Terms. You can review the most current version of the Terms at any time on [www.fortum.in](http://www.fortum.in). We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is Your responsibility to check our website [www.fortum.in](http://www.fortum.in) periodically for changes, no individual notice of change will be sent. Your continued use of or access to our Services following the posting of any changes constitutes acceptance of those changed Terms.

## **Registration as Customer**

You agree that before using our Services You will register to the System as a Customer. For registration to the System, You will download the Charge & Drive Native App either from Google Play Store or Apple Store using compatible smart phone and register Yourself as Customer by providing your Personal Information such as name, email id, phone number etc.. Fortum Charge & Drive reserves the right to assess the Customer's Personal Information for processing registration to Services. Subsequent to successful registration, the Customer can use the Charge & Drive Native App for accessing the Services. Alternatively, the Customer may also be issued a Radio Frequency Identification Device (hereinafter referred as "RFID") in physical form if so demanded by the Customer, through Charge & Drive Native App. RFID is a device which authorizes You to access Services from the System unattended by a Fortum Charge & Drive support staff.

It is the Customer's responsibility to ensure that the Customer's information is always correctly registered and updated in the Charge & Drive Native App. Fortum Charge & Drive is not responsible for incorrect input data during registration.

## **Connection to the Service**

You can access Services at charging units either with the Charge & Drive Native App by using Your User ID and password or through pre-authorized RFID tag. You will be solely responsible for safe custody of RFID tag and be responsible for its authorized and possible unauthorized use. Fortum Charge & Drive shall not be liable for use of Your RFID tag by any unauthorized person under any circumstances.

### **Charging Session**

Charging session starts from the time You connect Your Battery Electric Vehicle (“**BEV**”) or Plug-in Hybrid Electric Vehicle (“**PHEV**”) to charging unit (either through the Charge & Drive Native App or RFID tag) and ends when You or System disconnects Your BEV or PHEV from the charging unit. It is the Customer's responsibility to ensure that charging begins and completes correctly. To ensure that the charging has begun, the Customer shall refer to the information visible on the charger or on the Charge & Drive Native App.

Charging via RFID tag begins when the Customer has connected the BEV or PHEV to the charging unit for charging according to the instructions after the RFID identification. It is the Customer's responsibility to ensure that the BEV or PHEV is compatible to the charging unit and has the acceptable conditions to charge at the charging unit.

### **Payment for availing Services**

During registration You shall select one of the payment methods offered by Fortum Charge & Drive. You shall be providing appropriate payment information to enable Fortum Charge & Drive to receive due amount against transaction and create a valid invoice for the transaction. Payment through credit card/ debit card is processed through Stripe India/RazorPay (“**Payment Gateway Service Provider**”) or any other payment gateway service provider at the sole discretion of Fortum Charge & Drive. If subscription / periodical invoicing has been opted (presently this option is available to only B2B Customers), then a consolidated invoice shall be generated at the end of the period mutually agreed between Fortum Charge & Drive and B2B Customer. It means that such payment shall not be processed through Payment Gateway Service Provider.



It is the Customer's responsibility to ensure that the registered debit card or credit card is valid, that it has a sufficient balance and is not blocked. It is the Customer's responsibility to update his / her Fortum Charge & Drive account about any new debit or credit card as soon as possible post change in the information. Fortum Charge & Drive will not be responsible for decline of authorization by banks etc. for charging if credit / debit card/UPI/ other modes are not verified by its issuer bank. In the event that debiting credit/debit card or any other available methods on App is not possible, Fortum Charge & Drive has the right to require payment directly from the Customer through any other acceptable mode (such as UPI, payment wallets, NET banking etc.). In an event Fortum Charge & Drive provides the service without prior receipt of payment due to any system snag, user will remain liable to pay to Fortum Charge & Drive for the services availed and Fortum Charge & Drive will be within its rights to demand the payment, through any other banking channels like RTGS, NEFT etc.

By accepting these Terms, you accept that Fortum Charge & Drive will debit the applicable charging fee, including applicable taxes and service charges from your registered credit / debit Card issued on Master/Visa/AMEX platform/UPI/Wallets/RuPay.

The final charging fee, which is either based on the time of charging or the fixed amount charged or on per unit electricity consumed or mix of the above, as depicted on the Charge & Drive Native App & the website as the Product Price before charging, shall be calculated once the charging is completed and debited immediately. In an event Fortum Charge & Drive provides the service without prior receipt of payment due to any system snag, Customer will remain liable to pay to Fortum Charge & Drive for the services availed and Fortum Charge & Drive will be within its rights to demand the payment, through any other banking channels like RTGS, Cheque etc.



The Customer is responsible for complying with the specific parking restrictions and regulations at the charging unit, which is also dependent on local municipal/ local authority rules.

### **Refund Policy**

Once the customer's electric vehicle has been charged through Charging Units, Fortum Charge & Drive reserves the right to debit applicable charging fee, as per payments terms specified hereinabove. Further, Fortum Charge & Drive also reserves absolute right to refund to its Customer as per its sole discretion.

### **Cancellation of the Services**

You can cancel Your registration as Customer from availing Services by giving a written notice by e-mail specifying reasons at least 15 (fifteen) days in advance from the intended date of cancellation. You will be liable to pay for all transactions made against Your registration till the date of cancellation of Services. Your cancellation of Services will be subject to any pre-existing service agreement You have with Fortum Charge & Drive, e.g. fix term contracts etc. and Your making all the pending payments due to Fortum Charge & Drive.

### **Product Prices**

Fortum Charge & Drive may offer its Customers the Services with varying features and prices. The specific terms and conditions referred to in these Terms may only concern specific charging services. The applicable price of the charging service ("**Product Price**") is available at the website [www.fortum.in](http://www.fortum.in) and /or charging units and /or Charge & Drive Native App. These may vary between different places and also at different point of time. The Product Price may also be Customer-specific. Fortum Charge &



Drive reserves the right to change its pricing from time to time in any manner and for any Customer category.

## **General terms and conditions**

Information on Customers' purchase transactions is visible in real time on their Fortum Charge & Drive accounts, which may be viewed through Charge & Drive Native App. The period-specific reports of the account may be read and printed at any time.

## **Responsibility for the personal password**

When the Customer registers for the Services, Charge & Drive Native App will send an email with one time registration token and a one-time password to the phone number. Password shall be created by the Customer. The Customer's name and password are used to log in and gain access to the account. The Customer is, for their part, responsible for keeping the password secure. It is recommended not to write down the password lest third parties can access to Your account. It is also advised that the password should be used in a way that does not allow others to gain access to the information. The Customer shall immediately notify Fortum Charge & Drive at **1800 120 3578** if the Customer believes that unauthorised persons have gained access to their account or gained knowledge of their password. In such events and on being notified, Fortum Charge & Drive will block the Customer accounts for charging and other purposes till, Fortum Charge & Drive is able to verify the account to be safe for use by genuine Customer. But any loss occurring to the Customer because of password breach will be sole responsibility of Customer and Fortum Charge & Drive will not be responsible for any loss occurring to the Customer and will not entertain any requests for refunds or reimbursement on this account.

## **Unauthorised use of the Services**

The Customer is responsible for any unauthorised use of the Services under their control. The Customer is advised to notify Fortum Charge & Drive immediately if they believe that their account



has been used by an unauthorised person or in an unauthorised manner. In such events and on being notified, Fortum Charge & Drive will block the Customer accounts for charging and other purposes till, Fortum Charge & Drive is able to verify the account to be safe for use by genuine Customer. But any loss occurring to the Customer because of unauthorised use , will be sole responsibility of Customer and Fortum Charge & Drive will not be responsible for any loss occurring to the Customer and will not entertain any requests for refunds or reimbursement on this account.

If the Fortum Charge & Drive RFID tag or the mobile phone of the Customer with installed Charge & Drive Native App is lost or stolen, the Customer shall immediately of becoming aware of the loss or theft of the RFID tag or the mobile phone, contact the customer service of Fortum Charge & Drive at tel. 1800 120 3578. In such events and on being notified, Fortum Charge & Drive will block the Customer accounts for charging and other purposes till, Fortum Charge & Drive is able to verify the account to be safe for use by genuine Customer. But any loss occurring to the Customer because of such loss/theft encountered by the Customer will be sole responsibility of Customer and Fortum Charge & Drive will not be responsible for any loss occurring to the Customer and will not entertain any requests for refunds or reimbursement on this account.

**Complaints and Investigation of a Fortum Charge & Drive purchase transaction.**

If Customer wishes to submit a complaint regarding any transaction it shall notify Fortum Charge & Drive within 15 (fifteen) 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 in the transaction along with necessary information or document for assisting Fortum Charge & Drive to carry out the investigation. When a Customer submits a complaint, Fortum Charge & Drive shall carry out a technical investigation. Complaints regarding incorrect charging costs are processed and determined



by Fortum Charge & Drive. If and when a complaint is accepted, Fortum Charge & Drive shall compensate the Customer for the amount without delay but not later than 30 days of acceptance of complaint. If the complaint is rejected, Fortum Charge & Drive shall inform the Customer of the result of the investigation of the complaint and inform the position of Fortum Charge & Drive. The investigation shall be completed within 90 (ninety) days from the receipt of written complaint.

### **Changes to the Services or Terms:**

Both Parties are aware that the electric vehicle charging sector is rapidly developing. Fortum Charge & Drive, therefore, reserves the right to modify these terms and conditions in order to adapt the operation of the Services or the Terms 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 notice on the website [www.fortum.in](http://www.fortum.in). If the Customer does not agree to the changes in the Terms, the Customer has the right to terminate the Services.

### **Termination of Registration**

Fortum Charge & Drive shall give 15 (fifteen) days' notice to the Customer to remedy the following situations failing which Fortum Charge & Drive shall have the right to terminate the Services, immediately:

- the Customer uses the Services contrary to these Terms or to the obligations they have towards Fortum Charge & Drive;
- the Customer does not meet their payment obligations in case of invoice based payment or subscription based payment or non-payment due to technical snag in debit/credit card processing and demand by Fortum Charge & Drive;



- Fortum Charge & Drive has cause to suspect that the Services are being misused or being used against public policy or there is an order by a competent court of law or administrative authority having jurisdiction in the area.

Fortum Charge & Drive can terminate the Services by providing 30 (thirty) days' prior notice to You without assigning any reason.

You will be liable to pay for all transactions made against Your registration till the date of termination of the Services.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that Your use of our Services will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to You for maintenance or other purposes or in accordance with public policy and order of a competent court of law or administrating authority without assigning any reason. Fortum Charge & Drive will not be liable for stoppage of Services beyond its control, order of a competent court or administrative authority or because of any force majeure.

You expressly agree that Your use of, or inability to use, the Services is at Your sole risk. The Services and all products and services delivered to You through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for Your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and noninfringement.

In no case shall Fortum Charge & Drive, our directors, officers, employees, Affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar

damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Your use of any of the Services or any products procured using the Services, or for any other claim related in any way to Your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Fortum Charge & Drive and our parent, subsidiaries, Affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Your breach of these Terms or the documents they incorporate by reference, or Your violation of any law or the rights of a third party. For the purpose of this clause, Affiliates shall mean a legal entity that is (i) directly or indirectly owning or controlling the Party; or (ii) under the same direct or indirect ownership or control as the Party; or (iii) directly or indirectly controlled by the Party, for so long as such ownership or control lasts. The ownership or control shall exist through direct or indirect ownership of more than 50 % (fifty percent) of the nominal value of the issued equity share capital or more than 50 % (fifty percent) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

## **GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of India.



## DISPUTE RESOLUTION

If a dispute, controversy or claim (hereinafter referred to as “**Dispute(s)**”) arises out of or in connection with these Terms, including any question regarding its existence, validity, termination or any issue over unpaid payments or fees payable to Fortum Charge & Drive, then the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“MCIA Rules”), which rules are deemed to be incorporated by reference in this clause. The Arbitration Tribunal shall consist of 3 (three) arbitrators. The seat of the arbitration shall be New Delhi and the language of the arbitration proceedings shall be English. Without prejudice to the aforementioned arbitration agreement the courts of appropriate jurisdiction in **New Delhi** shall have exclusive jurisdiction to adjudicate any issue or dispute arising out of or in connection with the aforementioned arbitration agreement or any proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any amendments thereof.