

Fortum Charge & Drive Terms and Conditions of Services

The Fortum Charge & Drive System (hereinafter referred as "**System**"), the Charge & Drive App, and Charging stations in India owned and/or operated by Fortum India or its partners using Fortum Charge & Drive Network, and other products, services made available by Fortum Charge & Drive including, for example our C&D authorized Payment Gateway Service Provider are collectively referred as the "**Service**". In exchange for being enabled to use the Service, you agree to abide by these Terms and Condition of Services (hereinafter referred as "**Terms**"). Fortum offers the Service to you for getting your Electric Vehicle charged at Fortum India owned and/or operated charging station subject to your agreement with these Terms.

Please read these Terms carefully before registering as Customer for accessing or using our Service. 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 Service. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the current System or Service shall also be subject to the Terms. You can review the most current version of the Terms at any time on 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 periodically for changes. Your continued use of or access to our Service following the posting of any changes constitutes acceptance of those changed Terms.

Registration as Customer

You agree that before using our Service you will register to System as Customer. For registration you will download Fortum Charge & Drive Native App either from Google Play Store or Apple Store using compatible smart phone and register yourself as Customer by providing personal information such as email address, and by creating a password for your account. Additional personal information might be required after registration subject to services requested by the Customer, such as correspondence address for being able to receive a RFID Tag or Invoice, in case of Membership and credit / debit card details for being able to purchase charging services at charging stations (Collectively referred to as "**Personal Data**"). The Credit Card/Debit Card details shall be stored on Stripe Servers (referred to as "**Payment Gateway Service Provider**") located in USA and all other information shall be stored on our

authorized service Amazon Web Service located in Europe and you are hereby specifically authorising us for this purpose. Fortum reserves the right to freely assess Customer request for registration to Service and accept or reject the registration. Subsequent to successful registration, you shall be issued a Radio Frequency Identification Device (**RFID**) in physical form if demanded so. RFID is a device which authorizes you to access service from System. Alternatively, you can use the Charge & Drive native app and the User ID generated upon registration to the Charge & Drive Service for accessing the Service.

Connection to the Service

You can access service at charging units either with the Charge & Drive Native App 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 shall not be liable for use of your RFID by any unauthorized person.

Charging Session

Charging session starts from the time you connect your BEV/PHEV to charging unit and is started through the App or RFID and ends when you or System disconnect your BEV/PHEV from 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.

Charging via RFID card begins when the Customer has connected the vehicle to the charging station for charging according to the instructions after the RFID identification. 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 update his / her Fortum Charge & Drive account with information about any new debit or credit card as soon as possible after receiving the information. Fortum will not be responsible for decline of authorization for charging if credit / debit card details are not verified by its issuer bank.

Payment for availing Service

For availing Service, you have to register first as Customer. During registration you shall select one of the payment methods offered by Fortum. You shall be providing appropriate payment information to enable Fortum 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 (**Payment Gateway Service Provider**). If subscription / periodical invoicing has been opted (presently this option is available to only B2B Customers), a consolidated invoice shall be generated at the end of the period mutually agreed between Fortum and B2B Customer. Such payment shall not be processed through Stripe India. 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. In the event that debiting is not possible, Fortum has the right to require payment directly from the Customer.

It is the Customer's responsibility to ensure that the user information is always correctly registered in the Fortum Charge & Drive Native App which he/she will be required to download prior to registration as customer. Fortum is not responsible for incorrect input data during registration, regardless of the registration method.

By accepting this Terms, you accept that Fortum will debit the Applicable charging fee, including applicable taxes and service charges from your registered Credit/Debit Card.

The final charging fee, which is based on the time of charging or the fixed amount charged or on per unit electricity consumed or mix of the above at the predetermined price notified to the Customer before charging, will be calculated once the charging is completed and debited immediately.

The Customer is responsible for payment of the monthly membership fee, if applicable, until membership is terminated. Fortum has the right to immediately close a Customer's account if the Customer does not pay the membership fee on time. Membership fee has to be paid by 7th of every month in advance. In the event of payment beyond the due date as mentioned in preceding para, Fortum reserves the right to charge interest @ SBI Base Rate plus 2% 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.

Cancellation of the Service

You can cancel your registration as Customer from availing Service by giving a written notice by e-mail specifying reasons at least 15 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 Service.

Product prices

Fortum may offer its Customers different Services with varying features and prices. The specific terms and conditions referred to in these Terms may only concern specific charging services. The basic price of the charging service is available at the charging stations. These may vary between different places and also at different point of time. The service price may also be Customer-specific.

The currently valid price list is available on the website www.fortum.in. Fortum reserves the right to change its pricing from time to time. Any changes will be published on the website www.fortum.in at least 15 days prior to its becoming effective.

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 Native App. The period-specific reports of the account may be read and printed at any time. Fortum retains the charging information for last 12 months.

Responsibility for the personal password

When the Customer registers for the Service, Native App will send email with one time registration token. Password shall be created by user. The user 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 at 0124-4418800 if Customer believes that unauthorised persons have gained access to their account or gained knowledge of their password.

Unauthorised use of the Service

The Customer is responsible for any unauthorised use of the Service under their control. The Customer is advised to notify Fortum immediately if they believe that their account has been used by an unauthorised person or in an unauthorised manner.

If the Fortum Charge & Drive RFID card or the mobile phone of the Customer with installed Fortum Charge & Drive 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 Fortum India tel. 0124-4418800. If the Customer does not give notification of the loss or theft of the Fortum Charge & Drive 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 Fortum Charge & Drive purchase transaction.

A Customer wishing to submit a complaint regarding Transaction shall notify Fortum within 15 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. When a Customer submits a complaint, Fortum shall carry out a technical investigation. Complaints regarding incorrect charging costs are processed and determined by Fortum. If and when a complaint is accepted, Fortum shall compensate the Customer for the amount without delay. If the complaint is rejected, Fortum shall inform the Customer of the result of the investigation of the complaint and inform the position of Fortum. The investigation shall be completed within 90 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, therefore, reserves the right to modify these terms and conditions in order to adapt the operation of the Service 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 30 days' notice on the website www.fortum.in 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/Registration

The Customer may terminate their membership by giving one month's notice. In case of monthly subscription the one month period shall be effective from the end of the current subscription period.

The notice of termination shall be sent by e-mail to chargedrive.in@fortum.com

- Fortum has the right to give notice to terminate this agreement in the following cases:
 - the Customer uses the Service contrary to this agreement or to the obligations they have towards Fortum.
 - the Customer does not meet their payment obligations in case of invoice based payment or subscription based payment or membership fee.
 - Fortum has cause to suspect that the Service is being misused.
 - In all above cases, Fortum shall give opportunity to Customer to remedy the situation. If within 15 days from the issuance of such remedial notice, Customer does not remedy the situation, Fortum shall have the right to invoke this clause for termination of Membership.
- Fortum has the right to block/prevent use of service/terminate membership instantly in case of criminal cases against customer.

It is the Customer's responsibility to terminate the membership if the Service is not intended to be used, or the vehicle is sold or temporarily out of use, etc. In case of resale of vehicle, membership shall not automatically be transferred to new buyer of the vehicles. He/she shall have to register afresh if they desire to avail the Services.

Fortum can terminate this Agreement by providing 30 days' notice to you without assigning any reason.

Processing of personal data

For providing better and customised services, we may require certain personal data and these data may fall under sensitive personal data and information (“**SPDI**”) as defined under Information Technology Act 2000 (“**IT Act**”). We comply with applicable laws for processing it and you are hereby giving your specific consent to store it also outside India. We will use our best endeavour to inform you if there is any breach of data security.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

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

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

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the service 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 non-infringement.

In no case shall Fortum, 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 service or any products procured using the service, or for any other claim related in any way to your use of the service 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 service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless **Fortum** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless 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 of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

JURISDICTION AND GOVERNING LAW

All disputes arising from this Agreement shall be governed by Indian laws and Courts at Delhi shall have jurisdiction over matters arising out of this Agreement.