

TERMS & CONDITIONS

PLEASE READ THE FULL TERMS CAREFULLY BEFORE USING THE SERVICES AS THEY ARE A LEGAL DOCUMENT WHICH GOVERNS YOUR RIGHTS AND RESPONSIBILITIES. BY USING THE SERVICES, YOU AGREE TO THE TERMS AND ALL REVISIONS THEREOF. IF YOU DO NOT AGREE – DO NOT USE THE SERVICES.

These terms and conditions (“User Terms”) apply to Your visit to and use, of the Mobile Application and Site whether through a computer or a mobile phone, the Service and the Application, as well as to all information, recommendations and or services provided to You on or through the Site, the Service and the Application.

By checking and agreeing “I agree to the Terms & Conditions and Privacy Policy” you are consenting to be bound by these User Terms. Please ensure that you read and understand these entire user terms before you use the mobile application/site. If You do not accept any of the User Terms, then please do not use the mobile app/Site or avail any of the services being provided therein.

Your agreement to these user terms shall operate as a binding agreement between you and FOCAL CHARGE in respect of the use and services of the mobile application/site.

Your acceptance of the User Terms and Conditions shall be deemed to include your acceptance of the privacy policy available at www.focalcharge.com

By accepting these User Terms and Conditions, you also allow FOCAL CHARGE to send you promotional emails and SMS alerts from time to time.

1) ELIGIBILITY & REGISTRATION:

In order to use most aspects of the Services, you must register for and maintain an active personal account with Focal Charge (“Account”).

You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account or use Services.

Account registration requires you to submit to Focal Charge Certain Personal Information, such as your name, address, mobile phone number, age, and at least one valid payment method supported by Focal Charge.

By agreeing to the Terms you represent

- (i) that you are at least 18 years old and reside in a state, region, or country in which the Services may legally be provided,
- (ii) You are the person whose name and other information have been provided for the account that you have or are creating,
- (iii) That you have not previously been suspended or removed from the Services, and

- (iv) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in additional fees and/or your inability to access or use the Services.

All the information that you supply to us in creating your user account must be accurate. You are responsible for maintaining the confidentiality of your account and password. We may reject any user name that violates these Terms, including any user name that uses another person's identity. You are responsible for authorizing, deauthorizing and administering Account access. You are responsible for maintaining confidentiality of all passwords. Unless otherwise permitted by Focal Charge in writing, you may only possess one Account. You may not authorize third parties to use your Account.

We may use the email you provide to us in your user account profile to provide you with service messages and updates. By becoming a user, you are consenting to the receipt of these communications.

2) SERVICES

By using the Application or the Service, you further agree that:

- You will only use the Service or download the Application for Your sole, personal use and will not resell or assign it to a third party;
- You will not use an account that is subject to any rights of a person other than You without appropriate authorization;
- You will not use the Service or Site/Application for unlawful purposes;
- You will not try to harm the Service, Site, Application or our network in any way whatsoever;
- You will provide FOCAL CHARGE with such information and documents which FOCAL CHARGE may reasonably request;
- You will only use an authorized network to avail the Service;
- You are aware that when requesting Services, whether by message, via Site or calling the toll free number of FOCAL CHARGE, standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply;
- You will comply with all Applicable Law from Your country of domicile and residence and the country, state and/or city in which You are present while using the Site, Application or Service; and
- You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

FOCAL CHARGE reserves the right to immediately terminate the Service and the use of the Application in the event of non-compliance with any of the above requirements.

Further, FOCAL CHARGE will store the information provided by You or record your calls for contacting You for all Service related matters. You shall promptly inform FOCAL CHARGE on any change in the information provided by You.

Focal Charge Charging Stations may be located and hosted on a third party's property (such third party is referred to as a "Host"). As such, you agree to observe and obey any and all rules set by Hosts pertaining to their property and the use of Focal Charge Charging Stations on such Host properties, including, but not limited to, general customer or visitor conduct, parking restrictions, parking time limitations, and hours of operation. You are solely responsible for any damage, fees, penalties or loss caused by your noncompliance of any Host rules.

3) CONFIRMATION OF BOOKING

FOCAL CHARGE shall, upon receiving the booking request from You, proceed to confirm or decline the booking based on the availability of EV Charging time slot at Charge Spot/Station, which shall be informed to You via an SMS or email. In the event the booking is confirmed, you shall check the booking details including but not limited to booking time and booking location, and if there is incorrect detail, the same needs to be informed to us immediately by calling at Number.

4) PRICING & PAYMENT:

At the end of the EV Charging Session, Total Payable Amount for EV Charging will be collected by the FOCAL CHARGE and remaining additional paid amount shall be refunded to EV User's Wallet.

FOCAL CHARGE shall provide a receipt of the Total Payable Amount for EV Charging by You at the end of the EV Charging Session.

All applicable taxes in respect of the Service Charge, Cancellation/Reschedule Fee shall be borne and payable by You to the FOCAL CHARGE, as the case may be.

By using a Focal Charge charging station at any location you agree to pay the price(s) charged, if any. We may impose fees for electricity and other charging services as well as for violations of charging session conditions, such as an idle fee if you exceed a specified charging session time limit or excess use fees. You also agree to be responsible for charges and liability incurred by someone other than you using your vehicle or account. If you access a charging station through our Software, you will be able to track the status of your charging sessions; if you enable push notifications, our Software will notify you when any time limit is near and when fees are applicable.

Any pricing or fees imposed on charging may be location specific. The billing unit and rate for each location may change from time to time. For example, pricing for EV charging may be per kilowatt hour or per minute, subject to applicable law, and charging for idle fees may be per minute or a flat fee, in our discretion. Focal Charge reserves the right to establish or revise any pricing or fees in its sole and absolute discretion.

We will email & SMS transaction summaries to you and you will be able to review your transaction history in your account through the Software. If a charging session is interrupted such that the EV receives less than half of the charge it should have received during the charging session and where the user hasn't caused the interruption, please notify us of the interruption via the app or by emailing support@focalcharge.com. You are responsible for checking the transaction summaries and / or your transaction history to ensure the accuracy of the transaction summaries and your transaction history and any charges. Please contact us through the app or by emailing support@focalcharge.com if you believe there is any inaccuracy in any transaction summary or transaction history. We have no obligation to review or correct any inaccuracy or error, including billing errors, if you do not notify us of such inaccuracy or error within thirty (30) days of the applicable transaction. If we are unable to collect payment, we may contact you based on your information on file, or may request payment when we are performing future Services for you.

You must maintain at least one valid payment method in your account, even if certain EV charging services are free to you, or you may not be able to access certain EV charging services via our Software. Payment methods such as credit or debit card numbers may be sent to our third party payment processor. Information necessary to process payment will be shared with third parties, including banks, to process your payment, comply with applicable law, prevent fraud, and to resolve any payment issues.

We may from time to time offer you benefits for loyally using our Services, such as by providing periods of free charging or idling for stations that accept payments. Any and all loyalty benefits are subject to availability and the terms under which they are provided, if any, and may be changed by Focal Charge at any time without notice to you. If there are no separate terms for such benefits, then they are subject to these Terms.

You agree that you will be solely responsible for paying, and that you will hold Focal Charge harmless from, all direct or indirect federal, state and local taxes of any kind even if we or the site host are required by law to collect and remit such taxes to the applicable governmental authority with respect to your use of the Services, together with all interest, penalties or other additional amounts imposed thereon, including, without limitation, any gross receipts, sales, consumption, use, value added, excise, commercial activity or other privilege, property, road or other transportation tax or any other taxes of any kind whatsoever imposed by any governmental authority. These charges may change from time to time without advance notice. In order to use certain Services, you consent to our third party service provider storing, maintaining, and recovering funds from your specified payment method in accordance with these Terms. Focal Charge reserves the right to terminate or suspend your account if you fail to pay any amounts when due. You may not set-off any amounts unless explicitly permitted by Focal Charge in writing.

You shall choose to pay for the Service Fee by either of the following methods:

- **FOCAL CHARGE Wallet: -**

Payment initiated for EV charging session through Net Banking/Credit Card/Debit Card/UPI, on successful transaction shall be first credited to FOCAL CHARGE Wallet and then shall process for payment further.

Amount received from Offers and Referrals, any Refundable amount shall be credited to Wallet only. Wallet amount shall be used only for EV Charging Service payment.

Any payment related issue, except when such issue is due to an error or fault in the Site, shall be resolved between You and the Payment Processor. FOCAL CHARGE shall not be responsible for any unauthorized use of Your E-Wallet during or after availing the Services on the Site.

- **Low Balance / Minimum balance of wallet:**

Focal Charge reserves the right to reject a charging session if a Focal Charge Account member's balance reaches minimum balance as decided. Until the member's account has been reloaded, that member will be unable to utilize any Focal Charge charging stations or charging stations on the Focal Charge Network.

5) REFUNDS

All purchases are final and non-refundable except as provided under these Terms or as may be required under applicable law. All refund requests must be submitted via email with your receipt or transaction ID to support@focalcharge.com within 30 days of the date of the transaction. Focal Charge may request information from you to confirm your transaction and method of payment to support any refund requests. If you fail to provide such information, or provide inaccurate information, Focal Charge reserves the right to deny you a refund. If you dispute a credit card charge directly with your credit card company, your account may be suspended for the pendency of the dispute.

6) TERMINATION

Focal Charge reserves the right to change, discontinue and / or terminate any and all Services at any time without notice.

Focal Charge may at any time, at its own discretion for any or no reason, and without any warning or notice, edit or remove in whole or in part any account and User Generated Content and further to restrict users use of all or any part of the Services. If we terminate your account and/or your use of the Services, then you will be responsible for payment for any Services used, but not yet paid for, if any, and any other fees due hereunder, if any, as of the date of such termination. Focal Charge also reserves the right to block users from certain IP addresses or Device numbers and prevent access to the Services for any reason.

You understand and agree that some of your User Generated Content, which is displayed outside your profile, in activity feeds, in other parts of the Services, or on other platforms (e.g., Facebook, Twitter etc.), may continue to appear on the Services or on other platforms even after your User Generated Content is removed or your account is terminated.

7) INTELLECTUAL PROPERTY RIGHTS – USE RESTRICTIONS

All intellectual property rights to the Services and any Software to access the Services, and any Content as defined below (with limited exceptions for User Generated Content) featured or displayed on the Site or via the Services, is the sole property of Focal Charge, its affiliates or Focal Charge's business partners and is protected under India and other copyright laws, patent and trademark laws and other legislation. "Content" includes but is not limited to logos, trademarks, design, structure, text, graphics, photographs, images, videos, audio, sound, illustrations, interfaces, software data, etc. incorporated into, accompanying or generated by the Site, Services or a mobile application or software provided by Focal Charge. Focal Charge, its affiliates and its respective partners reserve all rights to Content not expressly granted under these Terms. The Focal Charge name, the Focal Charge logo and other Focal Charge logos, icons, products and names related to the Services are the exclusive trademarks of, and are owned by, Focal Charge and may not be used or displayed in any manner without the prior written permission of Focal Charge.

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8) USING THE FOCAL CHARGE WEBSITE, API, OR MOBILE APPLICATIONS:

You may access and use Focal Charge's Website, API, and Mobile Application to obtain information regarding Focal Charge Charging Station locations and other content and features that Focal Charge may make available. The use of the Focal Charge Website, API, and Mobile Application is subject to these Terms and Conditions and the Focal Charge Privacy Policy. You are responsible for all use of the Focal Charge Website, API, and Mobile Applications under your username. You acknowledge and agree that Focal Charge may modify the Focal Charge Website, API, and mobile applications in any way and at any time, with or without notice. You further acknowledge and agree that, while Focal Charge has attempted to provide accurate information on the Focal Charge Website, API, and Mobile Application, such information may change frequently and in no event will Focal Charge be responsible for the accuracy, usefulness or completeness of any information, materials or other content on or related to the Focal Charge Website, API, or Mobile Apps, nor does it warrant that any such information, materials, or other content is the most current version thereof.

9) DISCLAIMER

COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SOLUTION WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE SOLUTION IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, COMPANY EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD PARTY PROVIDED MATERIALS, PROGRAMS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE SOLUTION, AND YOU AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH DEALINGS BETWEEN YOU AND A THIRD PARTY.

• DISCLAIMER OF WARRANTIES AND LIABILITY

THE SERVICES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. FOCAL CHARGE DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FOCAL CHARGE CANNOT GUARANTEE THAT USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE, THAT ANY DEFECTS, ERRORS OR MALFUNCTIONS WILL BE CORRECTED, THAT THE SERVICES OR THAT THE SITE OR THE SERVER THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE HARMFUL. TO THE FULLEST EXTENT PERMITTED BY LAW, FOCAL CHARGE UNDERTAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE USE OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY, AVAILABILITY OR OTHERWISE. FOCAL CHARGE IS NOT LIABLE FOR ANY COMMUNICATIONS BETWEEN FOCAL CHARGE AND YOU. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN, AND USE THE SERVICES AT YOUR OWN RISK. YOU, AND WILL BE SOLELY RESPONSIBLE FOR YOUR USE AND ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER SYSTEM OR OTHER DEVICE BY WHICH YOU ACCESS THE SERVICES, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY OCCUR AS A RESULT THEREOF.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR EV'S BATTERY IS SUFFICIENTLY CHARGED TO MEET YOUR NEEDS AND THAT ALL CHARGING IS DONE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS REGARDING THE TYPE, FREQUENCY AND DURATION OF CHARGING.

Focal Charge only allows you to use standard, industry-manufactured and recognized electric vehicles when using our Services. Focal Charge prohibits the use of all home-built electric vehicles, home-built onboard chargers, and vehicles that contain personally modified chargers (“Unauthorized Vehicles and Chargers”). You understand, accept, and agree to fully comply with these terms. You also agree to accept all liability for any and all loss, harm, or damage experienced by you or any other party caused by your use of Unauthorized Vehicles and Chargers in connection with Focal Charge's Services.

10) FORCE MAJEURE.

Except with respect to payment obligations, neither the Provider nor Host will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under these Terms; material shortages; shortage of transport; and failures of suppliers to deliver material

11) LINKS

Focal Charge, users in User Generated Content, third party service providers and advertisers may provide links to other Internet sites and / or other resources. Since Focal Charge has no control over such sites and resources, you acknowledge and agree that Focal Charge shall not be responsible nor liable for the availability, content, advertising, products, services or other materials on or available from such sites or resources. When we do link to a third-party website, this does not automatically imply that Focal Charge endorses that website, its contents or products. Please note that these third-party websites may have their own privacy policy.

12) CHANGES

Focal Charge reserves the right to change these Terms at any time. Focal Charge will inform you of such revisions by mail, email, on the Site, via the Services and/or by other means deemed appropriate and adequate by Focal Charge. By continuing to use the Services, you consent to the Terms, as updated. At any time, the then-current version of the Terms can be found on the Site.

13) PRIVACY POLICY.

You understand, acknowledge, and agree that the operation of certain areas of the Solution and the creation of an account may require or involve the submission, use, and dissemination of various personally identifiable information including, but not limited to, your phone number, email address, and mailing address. Please see the Focal Charge Privacy Policy for a summary of Company's personally identifiable information collection and use practices. Any information submitted by You through the Solution will be pursuant to Company's aforementioned Privacy Policy (and any related disclosure(s)) and includes a right and license from You to allow Company to use such information in accordance therewith.