

User Agreement

Bcar Holdings Ab services



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY USING THE BCAR APP YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND ANY OTHER APPLICABLE LAW. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS, OR MUST STOP ACCESSING, THE BCAR APP AND THE SERVICES.

TABLE OF CONTENTS

Introduction	4
1.5 Included services	4
Definitions	5
Charger Sharing	6
Reserve and Pay	7
3.16 Registered Cards	8
3.17 Pre-Authorisation of Registered Cards	8
3.20 Age Limit	10
3.21 Invoice	10
Charger Finder	11
Safe use	11
5.4 What not to do	11
Your responsibility	12
6.3 What you need to ensure	12
6.5 When to notify Bcar	13
Personal information	13
Intellectual property	13
Third party terms	14
Termination and/or suspension	14
Changes to the App	15
Our liability to you	15
12.3 Loss or damage	15
Your liability to us	17
13.1 Responsibilities	17
Changes to these terms	17
14.3 What changes Bcar may do without notification	18
Problems with the services	18
15.3 What we must ensure	18
Events outside our control	19
Other Important terms	19

Introduction

- 1.1 Thank you for downloading the Bcar application (Bcar App). The Bcar App is developed by SuperApp Oy and provided by Bcar Holdings Ab (Bcar, we, us or our), a company registered in Finland with company registration number 3207353-8. Our registered office is at Ground Floor, Nunnankatu 4E, 20700 Turku Finland and our registered VAT number is FI32073538.
- 1.2 These terms and conditions (the Terms) apply to your use of the Bcar App and the services we provide to you via or in connection with the Bcar App (the Services). Anywhere your geographical location, should you wish to access and use the Bcar App and/or the Services, you agree that these terms and conditions and any applicable law of the relevant jurisdiction shall apply.
- 1.3 Before using the Bcar App and our Services, you should read these Terms carefully. These Terms contain important information about the steps you must take to keep your information secure, restrictions on using the Services, how we or you can end the Services and the limitations on our liability to you. We have highlighted some of the most important parts of the Terms in bold. If you do not agree to these Terms, you must not access, or must stop accessing, the Bcar App.
- 1.4 If you have any questions about these Terms or the Bcar App, or wish to notify us of any of the matters referred to in these terms, please contact Bcar by email on info@bcar.app or by phone on +358 40 5004218.
- 1.5 **Included services**
The services currently include:
 - 1.5.1 the EV Charger Sharing Service (see clause Charger Sharing below).
 - 1.5.2 the Pay to Reserve an EV Charger Service (see clause Reserve and Pay below).
 - 1.5.3 the Charger Finder Service (see clause Charger Finder below).Your use of our Services is subject to our approval and at our sole discretion. We may expand the Services that we offer to you within the Bcar App in future and we will notify you of new functionality within the Bcar App once it becomes available and tell you how you can use it.
- 1.6 As detailed below, these Terms incorporate our Privacy Statement (see clause Personal information), third party terms and conditions (see clause Third party terms) and updates made to these Terms in the future (see clause Changes to these terms below).

Definitions

“App” “the App”	Means the Bcar Holdings Ab mobile application for smartphones of Android and iOS operating systems, developed by SuperApp Oy.
“Bcar”	Bcar Holdings Ab (bcar.app).
“Charger” “EV-charger”	Proper electric charger for battery EV(BEV) and plug-in hybrid EV(PHEV).
“EV”	EV, battery EV(BEV) and plug-in hybrid EV(PHEV).
“Offering”	An EV-charger, its location and information about the charger available on the App in exchange for a price defined on the App by the operator.
“Operator”	An entity or person using Bcar’s services to share an EV-charger on the App.
“Operator costs of service”	Costs that are induced on an operator for sharing an EV-charger, (maintenance, electricity etc.).
“Operator profits”	Money that the operator earns from users after VAT and operator costs of service are deducted.
“Reservation”	The act of accepting an offering with the intent to use the station accordingly.
“Station”	The complete combination of an offering on the App, the EV-charger, its physical location and the car parking space adjacent to it.
“User”	Uses the App to accept an offering by reserving and/or using a station.
“VAT”	Value added tax.

Charger Sharing

- 2.1 The Charger Sharing Service enables you to let a charger for the users of the App in exchange for online payment via Bcar (see clause Reserve and Pay). As you share a charger on the App, you become an operator. Users of the App can recharge EVs with your charger by reserving the station on the App (see clause Reserve and Pay). As an operator, you decide within the limitations of the App the price for reserving your station as well as the availability of your station.

You acknowledge and agree that:

- 2.2 In order to use the EV Charger Sharing Service, you must create a profile on the App and share geolocation as well as accurate and correct information about the EV-charger as requested in the App.
- 2.3 In order to receive payment, you must share payment information with Bcar as requested in the App. Payments are paid out by Bcar with payslips on a monthly basis.
- 2.4 The price of your offering always includes 24% VAT. The VAT is deducted and documented on the payslip before payout.
- 2.5 Bcar deducts 15% of the calculated operator profits as a service fee. (This means that Bcar calculates the operator costs of service based on the information about the station(s) the operator gives to Bcar via the App. After VAT is deducted, Bcar withholds the operator costs of service for the operator separately before deducting a 15% service fee from the operator profits. The full operator costs of service and the remaining operator profits are paid out to the operator by Bcar with payslips on a monthly basis.).
- 2.6 You are responsible for your hardware, including, but not limited to the charger. Hardware has to be in good usable and safe condition before using the Charger Sharing Service.
- 2.7 You are responsible for the premises, including, but not limited to the parking space. You are liable for operating on the premises, and you are responsible to know if or not you are allowed to operate on the premises.
- 2.8 Your station has electricity available for the user's EV accurately according to the specifications defined about the station on the App when the station is reserved by a user.
- 2.9 The station is physically available to be reserved by users when the station is set to open.
- 2.10 When a station is reserved, the station is available for the user and ready to be used by the user who has reserved the station during the whole time of the reservation until the reservation is ended. The price for reserving and using the station is and stays at the rate offered upon reserving the station until the reservation is ended. (The operator can not cancel a reservation. The operator can not close or edit the station during a reservation. The maximum length of one reservation is 24 hours.).

- 2.11 Turning off electricity or in other ways not acting in good faith during an active reservation is a major breach against this agreement and may lead to further legal consequences.

Reserve and Pay

- 3.1 The Pay to Reserve an EV Charger Service enables you to recharge your EV with electricity using the charging stations that are owned and operated by the operators on the Bcar App in exchange for payment. A Bcar operator charging station may have more than one socket or charging point. The Bcar operator charging stations can be located using the Charger Finder Service (see clause Charger Finder below).

You acknowledge and agree that:

- 3.2 You will act in a safe manner and comply with all signage, safety and usage instructions displayed at any Bcar operator charging station and when using the Pay to Reserve an EV Charger Service and the Bcar App.
- 3.3 By confirming a reservation of a station you agree to pay the operator of that station at the price rate for reserving that station which was specified on the information about that station on the App upon reserving that station.
- 3.4 Bcar will make a reservation of funds onto the user's account of up to, but no more than 10 euros or equivalent directly upon reserving a station.
- 3.5 Payment will be deducted from the user's account in full when the reservation is ended, the payment is non-refundable.
- 3.6 The maximum length of one reservation is 24 hours.
- 3.7 In order to use a station you need to have an active reservation on the App for that station.
- 3.8 You and yours (your EV or other objects or belongings) are only permitted to be on the premises of a station for as long as you have an active reservation for that station.
- 3.9 You may only reserve a station solely with the intentions and for the purpose of using the station to park your vehicle on the premises or park and use the charger to charge your EV.
- 3.10 You are aware that trespassing, vandalism and stealing are criminal offences whereas will follow law enforcement and further legal consequences.
- 3.11 Upon any given time during an active reservation, the user may report a problem with that station. The report will be sent to the operator of that station. After a completed report, up to, but no more than 20 minutes will be deducted from the reservation, and the equal value of payment for that station deducted with it.
- 3.12 Where charging cables are not provided at a Bcar operator charging station, you will be responsible for providing charging cable(s) to connect your vehicle to that station. You will only use charging cables of a standard

and quality not less than those recommended by your vehicle's manufacturer and will not use any cables which are damaged, faulty or modified in any way. Charging an EV is dependent on several factors, including, but not limited to, the technical specifications of the EV in question, the vehicle battery charge level and capacity and the Bcar operator charging station itself. Such factors will have an effect on the charging of any EV.

3.13 You acknowledge and agree that Bcar makes no guarantee regarding the amount of time required to charge an EV using the Bcar App or otherwise.

3.14 **IMPORTANT:** It is your responsibility to ensure that, when you use a station, you physically disconnect your vehicle from the charger correctly after charging is complete. If you are using a charging cable provided at the Bcar operator charging station, please ensure it is stored safely once you have finished using it.

3.15 You will be able to set your payment preferences within the 'Payment method' section in the App and will have flexibility as to whether you want to use one payment method or have a choice of multiple payment methods. You can add, update or delete these payment methods at any time.

3.16 **Registered Cards**

3.16.1 You can use debit or credit cards as a Registered Card to pay for electricity via the Pay to reserve an EV charger service. Please note that your preferred debit or credit card may not be eligible for the Pay to reserve an EV charger service as a method of payment. You can check whether your debit or credit card is eligible by attempting to load it as a Registered Card in the 'Payment method' section of the App. If your preferred debit or credit card is not eligible you will receive an error message stating that your chosen card is not supported.

3.16.2 You will not be able to use a Registered Card for the Pay to reserve an EV charger service if it has expired or has been reported lost or stolen by your bank or is no longer eligible for use in the Pay to reserve an EV charger service for any reason. You will be notified in the App if a Registered Card is no longer able to be used.

3.16.3 The App will process your Registered Card details for the purpose of sharing these with our third party payment provider. Bcar personnel will never see these details, nor will the App store the details of your Registered Card(s). If you add an authorised debit or credit card into the App, such details are collected, stored and processed by Bcar's payment services provider, Stripe, Inc. a public company registered in the US state of California, under European company number IE513174 whose registered office is at 354 Oyster Point Boulevard, South San Francisco, California, 94080, USA (our Payment Services Provider), who processes your purchases when you use the App.

3.17 **Pre-Authorisation of Registered Cards**

3.17.1 For fraud prevention purposes, you authorise us (or our Payment Services Provider) to place a pre-authorisation hold against your credit card or

against your bank account (for debit cards) of an amount equivalent to up to €1.00, each time you load a new debit or credit card as a Registered Card (a Pre-Authorisation Hold), or of up to €10.00 (including VAT) each time you use a Registered Card to purchase electricity using the Pay to reserve an EV charger service.

3.17.2 If a Pre-Authorisation Hold or a Pre-Purchase Hold is not granted by your bank or credit card provider for any reason, for example, if the relevant account does not have the funds necessary for the Pre-Authorisation Hold or the Pre-Purchase Hold, you will not be able to proceed with the registration of the new card or the purchase of electricity (as applicable).

3.17.3 Your bank or credit card provider should remove the Pre-Authorisation Hold promptly following the payment being processed, although this could take two to three business days. Bcar is not responsible for, and has no influence over, the time it takes for your bank or credit card provider to release a Pre-Authorisation Hold. Please contact your bank or credit card provider if you have any questions. Once your charging session has ended, the Pre-Purchase Hold will be adjusted to reflect the total cost of the purchased electricity and you will receive a transaction summary in accordance with clause When your transaction is complete a transaction summary will appear on the screen of the App. This summary is not a receipt. For payments made using a Registered Card, we will email a VAT receipt to the email address that you provided when you registered your Registered Card.

IMPORTANT: A Pre-Purchase Hold will be made each time you authorise payment using a Registered Card. In some cases, this may result in multiple Pre-Purchase Holds - for example, if you authorise a payment by reserving a station and this "times out" or "reservation failed", a Pre-Purchase Hold may have been taken against your Registered Card. If you then authorise another payment, another Pre-Purchase Hold will be taken against your Registered Card. Bcar will not be responsible if, by having multiple Pre-Purchase Holds, your bank would decline a transaction due to insufficient funds.

3.18 Cancelling a reservation without reporting a problem with the station is perceived as nothing less than a reservation intended to reserve the station, or reserve and use the station, and such a use of the Bcar services. (This means that you will need to pay the operator for the time you have held the operator's station reserved, regardless if you've used the station or not.)

IMPORTANT: It is your responsibility to ensure that, when you use the Pay to reserve an EV charger service, you select the correct Station (and the correct socket or charging point, if there are more than one at the location of your chosen Station) that you intend to use via the App.

If you choose the wrong Charging Station (or socket or charging point, if applicable) and another person starts using and drawing electricity from the Charging Station you had reserved, then you will be charged for any elapsed time the Charging Station has been under an active reservation by you. If you authorised payment using your Registered Card, a

Pre-Authorisation Hold will also apply (see clause 3.17 Pre-Authorisation of Registered Cards).

If this happens or any other problem occurs or you wish to notify us of any of the matters referred to in these terms, we ask that you contact us using the contact form or the contact details set out in the App.

By email on info@bcar.app

By phone on +358 40 4858 700

3.20 **Age Limit**

You agree that you will not use the Pay for Electricity Service or otherwise use the App or Bcar services:

3.20.1 if you are under 16 years of age; or

3.20.2 if you are 16 years of age or older but less than 18 years of age without the prior permission of your parent or guardian.

3.21 **Invoice**

You acknowledge and agree that:

3.21.1 If a credit card or debit card payment would fail for any reason, you will be invoiced the unpaid amount;

3.21.2 the amount of the invoice shall be the same as the original amount that failed to be charged from the credit card or debit card which caused the issuing of the invoice, without additional fees unless any of the specific circumstances specified below would be met;

3.21.3 the amount of the invoice shall be paid in full no later than on the due date of the invoice;

3.21.4 the due date of the invoice is 30 days after the day when the invoice was issued;

3.21.5 the invoice is sent electronically to the email registered on the App on the same day that it is issued, or posted to the address registered on the App, or both;

3.21.6 your information and/or the billing information that you provide Bcar with through the App is correct and you are fully responsible for the correctness of that information;

3.22.7 should your information and/or the billing information at any point in time be outdated, you are fully responsible for correcting and updating your information and/or the billing information on the App, or by contacting Bcar;

3.21.8 as you are fully responsible for the correctness of the information registered on the App, the invoice is considered delivered once it has been sent;

3.21.9 should the invoice not have been paid in full by the due date of the invoice, a reminder shall be issued with a new due date of the reminder 10 days after the day when the reminder was issued, with a reminder fee of €5 euro, and sent electronically to the email registered on the App on the same day that it is issued, or posted to the address registered on the App, or both; and

- 3.21.10 should the reminder not have been paid in full by the due date of the reminder, a latency fee of 5% of the standing unpaid amount of the invoice shall then be added to the invoice and continue to be added every 30 days until the invoice is paid in full.

Charger Finder

- 4.1 All Bcar App users can use the Charger Finder Service.
- 4.2 The Charger Finder Service uses the location services provided by your mobile device's native operating system for the purposes of helping you locate a Bcar Operator Charging Station. To use the Charger Finder Service you must consent to Bcar (and/or any third party service provider of the location and map services embedded in the Bcar App) accessing information about your current location. You can do this by enabling location services through the permission system used by your mobile device's native operating system.
- 4.3 Although we will try to make sure that the information made available via the Charger Finder Service is accurate, neither Bcar and/or any third party service provider guarantees that the information displayed through the Charger Finder Service is correct or up to date.

Safe use

Safe use of the App and Bcar Services.

- 5.1 To use the App, you must have an internet-enabled, eligible mobile device which is connected to the internet and uses a software version that supports the App.
- 5.2 You must ensure that all information that you provide when you use the App is accurate, complete, up to date and not misleading.
- 5.3 You may incur and are solely responsible for charges from your mobile phone network operator for downloading and using the App and the Bcar Services.
- 5.4 **What not to do**
- You must not:
- 5.4.1 use your mobile device whilst driving;
- 5.4.2 violate any laws in your use of the App;
- 5.4.3 use the App to do anything unlawful, misleading, discriminatory, or malicious;
- 5.4.4 manipulate the App so as to hide your identity or your use of the App;
- 5.4.5 use the App to transmit viruses, worms, bots, trojans, or other malicious code;
- 5.4.6 do anything that could overburden, disable, or impair the appearance, functionality, or proper working of the App or the Bcar Services or any software, hardware (including any Bcar Operator Charging Station), equipment, or materials used in connection with the App or the Bcar Services use or exploit any errors in design, features that have not been

- documented, or "bugs" to gain access in any way that is not generally known and intentionally made available by Bcar;
- 5.4.8 participate in any action that, in Bcar's sole opinion, results or may result in Bcar being scammed or defrauded in any way; or
 - 5.4.9 do anything Bcar reasonably considers to be disreputable or capable of damaging its reputation, the App or the Bcar Services.
 - 5.5 You will comply with all applicable laws when using the App or the Bcar Services.

Your responsibility

Your responsibility to keep your information up to date and secure.

- 6.1 To use some of the Services in the App, we will ask you for your name, email address, phone number and payment credentials and you must provide accurate and complete information in response to these questions.
- 6.2 If you use the Pay to Reserve an EV Charger Service (or any additional Services that we add to Bcar that require additional security) you may be required to, or have the option to, create an additional passcode or password or use your mobile device's touch ID functionality - for example, when you add a Registered Card for the Pay to Reserve an EV Charger Service. Please be aware that any fingerprint activated for touch ID on your mobile device will be taken to be valid and you are responsible for any purchases made using any fingerprints stored on your mobile device.
- 6.3 **What you need to ensure**

You are responsible for ensuring that:

 - 6.3.1 you are the only person who uses the App installed on your mobile device - you must not authorise anyone else to use the App installed on your mobile device;
 - 6.3.2 you only use the App on one mobile device at any time;
 - 6.3.3 your password and passcode (if applicable) are kept secure - for example, you must not tell anyone else your password or passcode and your password or passcode must not be kept as a written or electronic record with or on your mobile device; and
 - 6.3.4 the information you have provided to us is updated if your details change - for example, it is essential that you update your email address if it changes in order to continue to use the Pay to Reserve an EV Charger Service. You are responsible for making sure your email address accepts messages and will be responsible for all errors with your email address or account (including emails from Bcar being directed to your "junk mail" or "spam" folders).
- 6.4 Bcar is under no obligation to check that any instruction or confirmation made by you through the App is from you and Bcar is only liable for any loss or damage arising from your failure to keep your password and passcode (if applicable) secure in the circumstances described in clause When to notify Bcar.

6.5 **When to notify Bcar**

You must notify Bcar immediately, and request deletion or temporary suspension of your use of the App (Deletion Request), if the security of the mobile device and/or your Bcar account information is compromised due to:

- 6.5.1 your mobile device being lost or stolen;
 - 6.5.2 your password and/or passcode (if applicable) becoming or likely to become known by another person;
 - 6.5.3 your Bcar account information becoming or likely to become known by another person; and/or
 - 6.5.4 unauthorised access to your mobile device and/or your Bcar account.
- 6.6 You acknowledge that Bcar will not have any obligation to notify your Registered Card issuer of fraudulent or unauthorised charge activity or to take any action on your behalf. You will not be liable for any unauthorised transactions made from receipt of a Deletion Request by Bcar. Bcar will not be liable for any transactions from your Bcar account using the App until the receipt of a Deletion Request by Bcar.

Personal information

- 7.1 When you use the App, we may access information including, but not limited to, your geographic location, your mobile device's type, unique ID, IP address, reservation session start and stop times, network status and information about the way you use the App (Device Information).
- 7.2 Our Privacy Policy sets out the ways in which we will collect, store and process data relating to your use of the App and include details of your rights to access and request correction of any of your personal information that we hold. Please read the Privacy Policy carefully.
- 7.3 Bcar will enforce or implement any security measures it deems appropriate for the App at any time and may update and add security measures to the App at its discretion, from time to time. For more details about our approach to data security, please see our Privacy Policy.
- 7.4 Security of your use of the App is important to Bcar. We will take reasonable steps in accordance with applicable laws to prevent any bugs, viruses, trojans, or the like from affecting the App and/or the Bcar Services. However, Bcar cannot guarantee that the App will always be available, fault-free and secure or that it will be free from viruses or other harmful programmes. You acknowledge that you are aware of, and accept this risk, including, without limitation, the risk that a third party may gain access to any information which you have provided via the App which contains personal and confidential information.

Intellectual property

- 8.1 The App, including (without limitation) any material, software, code, files, content, and images contained in or generated by the App, accompanying data, and other embedded software, including third-party

software, App updates and upgrades, whether in read-only memory, on any other media, or in any other form (collectively, the Bcar Content), is owned by Bcar and its licensors. In addition, "Bcar", "SuperApp" and certain other brands and trademarks (Bcar Marks) are owned by Bcar or its affiliates, as applicable. Any third party marks displayed on the App are owned by their respective owners. We may also use open source software code in the App.

- 8.2 We grant you a revocable right to use the Bcar Content for your personal (noncommercial) use in accordance with these Terms. No title or any intellectual property rights are transferred to you.
- 8.3 You must not copy, reproduce, republish, upload, broadcast, post, transmit or distribute or otherwise deal with the Bcar Content or Bcar Marks (or permit others to do the same) except as expressly permitted by these Terms. Permission in writing for all other uses of Bcar Content must be obtained from Bcar in advance.
- 8.4 You understand that you have no rights to or in the App, Bcar Content, Bcar Marks, or any other Bcar property except as indicated in these Terms. We reserve all other rights with respect to Bcar's intellectual property.

Third party terms

- 9.1 Bcar may use third party applications, services and software in the App (and, for the purposes of the Pay to Reserve an EV Charger Service), including, but not limited to, payment services, identity management services, location and map services software, market analytics software, market intelligence software, and rewards program software, all of which may gather and report information about you in connection with your use of the App (such as location information, device information and user content).
- 9.2 When you use the App, you are agreeing to Bcar's use of such third party software and services. You are also agreeing to any applicable terms of use or licences related to such third party software and services. It is your responsibility to ensure that you comply with any related third party terms and that you are aware of any third party privacy policies that may apply to you, in conjunction with these Terms.
- 9.3 The App may contain links to third-party websites (Third-Party Sites). ThirdParty Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You need to make your own judgement about any Third-Party Sites, including the purchase and use of any products or services accessible through them.

Termination and/or suspension

- 10.1 You can delete the App on your mobile device at any time. If you delete the App, Bcar will remove all information relating to Registered Cards stored in the App (as well as your transaction history) unless Bcar must keep that information (i) to comply with legal and financial regulations, (ii) for use in

any dispute process, or (iii) to comply with internal governance requirements. In order to permanently delete your App data you may request permanent deletion by to info@bcar.app.

- 10.2 Bcar reserves the right to suspend or immediately terminate the App, any of the Bcar Services, any functionality of the App, or your specific access to or use of the App, with or without cause or notice, at any time. If Bcar terminates or suspends your access to the App, any attempt you make to use the App will be unsuccessful, unless or until Bcar lifts any such suspension.

IMPORTANT: Where Bcar suspends or terminates your access to or use of the App and/or the Bcar Services, you are not permitted to take steps to circumvent any such suspension or termination.

- 10.3 All provisions of the Terms that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, indemnities and limitations of liability.

Changes to the App

- 11.1 Bcar may change the format, content and/or functionality of all or any part of the App at any time without prior notice to you. If Bcar needs to undertake any maintenance activity, you may not be able to use all or part of the App whilst Bcar completes this activity and Bcar will seek to minimise any time the App is unavailable for use.
- 11.2 Updates to the App may be issued from time to time. Depending on the update, you may not be able to use all or part of the App until you have downloaded the latest version of the App and accepted any new terms.
- 11.3 Bcar is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the App.

Our liability to you

- 12.1 Bcar is providing the App to you 'as is' and 'as available' and Bcar accepts no responsibility for its usage, security, reliability, performance or any reliance placed on its content. The App has not been developed to meet your individual requirements, and it is your responsibility to ensure that it meets your requirements.
- 12.2 To the maximum extent permitted by law, all warranties and conditions whether express, implied or statutory with respect to the App and the provision of the Bcar Services are excluded. We do not warrant that any information, content or materials displayed on the App or via the Bcar Services are accurate, sufficient or error-free, nor that the information displayed on the App or via the Bcar Services is, when accessed by you, up-to-date or complete.
- 12.3 **Loss or damage**
Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the

protection of your personal information, Bcar will not be legally responsible for any loss or damage you suffer arising from:

- 12.3.1 you selecting the incorrect Bcar Operator Charging Station as your Selected Charging Station. If this happens to you, please contact us using the details in clause Introduction;
- 12.3.2 your use of a damaged, faulty, or modified charging cable;
- 12.3.3 your use of a charging cable which is of a standard and quality less than that recommended by your vehicle's manufacturer;
- 12.3.4 your use of a charging station and/or vehicle otherwise than in accordance with all applicable laws, health and safety and usage instructions (including those of your vehicle's manufacturer);
- 12.3.5 any damage or alteration to your equipment, including your mobile device or your vehicle as a result of the installation of the App or use of the Bcar Services;
- 12.3.6 suspension or loss of access to the App or any functionality;
- 12.3.7 any Bcar Operator Charging Station (including any Selected Charging Station) being occupied, out of service or unavailable for any reason;
- 12.3.8 unauthorised use or misuse of the App for any reason where Bcar has not received a Deletion Request from you in accordance with clause When to notify Bcar above;
- 12.3.9 unauthorised access to your mobile device and/or the App installed on your mobile device or any information provided to Bcar, including payment information; and/or
- 12.3.10 any Pre-Authorisation Hold (see clause Pre-Authorisation of Registered Cards above).
- 12.4 Other than where our responsibility is limited in clauses Bcar is providing the App to you 'as is' and 'as available' and Bcar accepts no responsibility for its usage, security, reliability, performance or any reliance placed on its content. The App has not been developed to meet your individual requirements, and it is your responsibility to ensure that it meets your requirements. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information (inclusive), we are responsible to you for all foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the registration process.
- 12.5 The above clauses Bcar is providing the App to you 'as is' and 'as available' and Bcar accepts no responsibility for its usage, security, reliability, performance or any reliance placed on its content. The App has not been developed to meet your individual requirements, and it is your responsibility to ensure that it meets your requirements. Other than where

our responsibility is limited in clauses Bcar is providing the App to you 'as is' and 'as available' and Bcar accepts no responsibility for its usage, security, reliability, performance or any reliance placed on its content. The App has not been developed to meet your individual requirements, and it is your responsibility to ensure that it meets your requirements. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information (inclusive), we are responsible to you for all foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the registration process. (inclusive) set out our liability when supplying the App and the Bcar Services for domestic/personal use. In the event that you use the App and/or the Bcar Services for commercial or business purposes then, in addition to those clauses:

- 12.5.1 our aggregate liability to you under these Terms shall not exceed fifty euros €50; and
- 12.5.2 we will have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.
- 12.6 Nothing in these Terms shall limit or exclude Bcar's liability for death or personal injury caused by Bcar's negligence or for fraud or fraudulent misrepresentation.

Your liability to us

13.1 Responsibilities

You will be responsible to Bcar for any loss or damage suffered by Bcar as a result of:

- 13.1.1 unauthorised access to your mobile device and/or the App installed on your mobile device; and/or
- 13.1.2 your use of the App or the Bcar Services in breach of these Terms, applicable law, or any notices issued to you about the proper use of the Services.

Changes to these terms

- 14.1 Subject to the remainder of this clause, Bcar may amend these Terms from time to time by publishing an updated version in the App. Please check the terms published in the App periodically for changes.
- 14.2 Except in relation to the changes referred to in clause What changes Bcar may do without notification below, if Bcar makes any changes to the Terms, we will notify you of that change via the App. Your continued use of

the App will be subject to your confirmation that you agree to the updated Terms.

14.3 What changes Bcar may do without notification

The changes Bcar can make to these Terms, without notification, are limited to changes which are generally beneficial to, or do not have any adverse impact on, your use of the Bcar Services and/or the App, which may include changes:

- 14.3.1 to reflect updates to the functionality, security, options of the Bcar Services and/or the App;
- 14.3.2 to reflect third party terms and conditions that apply to Bcar, the Bcar Services and/or the App; and/or
- 14.3.3 that are required to reflect changes to applicable law.

Problems with the services

15.1 If a defect with the App, the Bcar Services or any Bcar Operator Charging Station comes to your attention, you must contact us using the contact details in clause Introduction, as soon as possible after the defect comes to your attention, and allow us a reasonable opportunity to repair or fix the defect.

15.2 You acknowledge that we do not guarantee the working order or suitability of any Bcar Operator Charging Station and/or our Services at any given time (including the suitability of any Bcar Operator Charging Station and/or our Services for your vehicle). Due to the nature of electrical charging services, we cannot guarantee a continuous, faultfree service. Charging Stations may be impaired by too many users trying to use a particular Charging Station within any period of time, electrical faults, and other factors or conditions. The Charging Stations may fail or require maintenance without notice.

15.3 What we must ensure

If you are a consumer, you have legal rights in relation to the Services. We must ensure that:

- 15.3.1 the services are carried out with reasonable care and skill;
- 15.3.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services; and
- 15.3.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

15.4 If we do not provide the Services in the way set out in clause What we must ensure, you should contact us using the details in clause Introduction. You may have the right to ask us: (a) to repeat or fix the Services; or (b) for a price reduction or a refund.

15.5 For more detailed information about your legal rights, please visit and/or contact your local Citizens Advice department. Nothing in these Terms affects your legal rights.

Events outside our control

- 16.1 For the purposes of this clause Events outside our control, an Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, any failure of a Bcar Operator Charging Station (including a communications failure, any failure of electricity supply to the Bcar Operator Charging Stations, or events arising from the actions of the third party owner or electricity supplier).
- 16.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
- 16.3 Where the Event Outside Our Control affects our performance of the Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

Other Important terms

- 17.1 You must comply with any additional terms and conditions, or instructions from Bcar, brought to your attention in the App, when you are using the App and when reserving and/or using a Bcar Operator Charging Station.
- 17.2 Access to or use of the App by persons or from countries who are sanctioned by the United Kingdom, the European Union or the United States is specifically prohibited.
- 17.3 You agree that Bcar may transfer our rights and obligations under these Terms to another organisation, and we will always notify you if this happens, but this will not affect your rights or our obligations under these Terms. You will not assign or otherwise transfer your rights and obligations under these Terms.
- 17.4 These Terms form a contract between you and Bcar and no other person shall have any rights to enforce any of these Terms.
- 17.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, that provision will be limited or removed to the minimum extent necessary and the remaining paragraphs will remain in full force and effect.
- 17.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

- 17.7 These Terms are governed by Finnish law and you can bring legal proceedings in respect of the products, the App and/or the Bcar Services in the Finnish courts. In addition, please note if you are a consumer that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

These Terms were last updated March 2022.