

General Terms and Conditions for Use of the Vattenfall InCharge App

Valid from: 1 November 2021

Welcome to Vattenfall InCharge. We want to provide you with the best possible service and be clear about your rights and obligations. If you have any questions, please call us on +31 (0)88 363 7991 or send an email to incharge@vattenfall.nl.



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InCharge

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InCharge

1. Introduction

1.1. These General Terms and Conditions apply to the use of the Vattenfall InCharge app, which we hereinafter refer to as 'the app'. This also includes the services within the app, such as 'ad hoc charging' with a credit card, in which a person charges at one of our Charging Stations without a charging subscription with us or another provider.

The app is offered by InCharge AB, 162 92 Stockholm, Sweden, registration number 559178-6081, visitor address Evenemangsgatan 13, 169 79 Solna, Sweden.

1.2. Among other things, the app offers the following services:

- When you use the InCharge charging card via the InCharge Go charging subscription or want to charge on an ad hoc basis via the app.
- Viewing the status of charging stations: available, occupied, out of service or unknown.
- Viewing the date, location, duration and cost of completed charging sessions.
- Remotely starting and stopping charging sessions: users who have an InCharge charging card can link it to the app. They do this by logging in with the login details they have received for the My InCharge online portal. This allows them to use the app to start and stop charging sessions and view data from their charging sessions. The conditions that apply to the use of the InCharge Go charging subscription can be found [here](#).
- Paying for charging sessions with a credit card: users without an InCharge charging card or a charging card from another provider can pay for charging sessions by linking their credit card to the app. This is called 'ad hoc charging'.
- Managing a Home Charging Station: users can link their Home Charging Point to the app. The current conditions for the InCharge Smart subscription are available [here](#).

1.3. We have the right to limit, expand, stop or modify the services we offer with the app. We do not have to advise users of this and are not liable for any loss or damage. However, we do try to inform users about changes to the app in advance as much as possible.

2. Using the app

2.1. To download and use the app, users need an internet connection and a suitable operating system: Android or iOS. More information about which versions of operating systems are suitable can be found in Google Play for Android and the App Store for iOS.

2.2. The app is constantly evolving. In order to use all functionalities of the app, the user may have to update the operating system from time to time.

2.3. Users are required to update their data in the app.

2.4. The app is protected by copyright. Users may not decompile, reverse engineer or create product that look like or are derived from the app, or allow others to do so.

2.5. Users are obliged to keep passwords they use for the app secret and to ensure that only they can use the app. This is especially important if they have linked their credit card to the app.

2.6. Users are obliged to report the theft or loss of their mobile device, or access to the app by others, to us immediately. In that case, we will block access to the app. As long as users do not do so, they are personally liable for the consequences. This includes paying for the charging sessions that others have initiated using the app.

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- 2.7.** We are not responsible for the content of websites to which we link from the app.
- 2.8.** We have the right to update app features to improve operations and security. We also have the right to make the app, or part of it, temporarily unavailable (for maintenance, for example). We do not need to announce this in advance.
- 2.9.** Users will not be able to use all features of the app if they have not downloaded the latest version on their device or if they have not consented to modifications to the app.
- 2.10.** We may change these Terms and Conditions at any time. In the event of essential changes, we ask users to consent to them. If users do not, they will not be able to use the app or will no longer be able to use it fully.
- 2.11.** The tariffs for charging sessions shown in the app are in the local currency and include local taxes.

3. General information about the charging network

- 3.1.** In the app, users can view all charging stations within our charging network. They can also see whether charging stations are available and what their charging capacity is.
- 3.2.** Our InCharge charging network consists of our own publicly accessible charging stations and the publicly accessible charging stations of providers who have joined our charging network, under their own name or under our name InCharge.
- 3.3.** We are constantly expanding our charging network. Users have no claim to our charging network or to keeping it as it was at the time of concluding the agreement.
- 3.4.** To show the available charging stations in the user's vicinity, we use the location services on the device on which the user uses the app. This can only be done if the user gives their consent to us or another party we have designated.

4. Ad hoc charging

4.1. General

- 4.1.1.** 'Ad hoc charging' is one of the services available to users of the app. This allows them to initiate a charging session without a charging card or a charging subscription from us or another provider. Users do this by linking a credit card to the app.
- 4.1.2.** These General Terms and Conditions apply to all ad hoc charging sessions at our charging stations. The law of the country where the InCharge charging station is used for the ad hoc charging session applies to these sessions, unless that choice of law affects the mandatory law applicable to consumers residing in the European Union.
- 4.1.3.** To use ad hoc charging, users must first link their credit card to the app. Users may change or delete a linked credit card at any time.
- 4.1.4.** Each ad hoc charging session forms an individual contract. The individual contract ends automatically at the end of the charging session, i.e. as soon as the user stops the charging session in the app and/or the connection between the electric vehicle and the charging station is broken.
- 4.1.5.** Users pay for the power they charge during ad hoc charging plus any additional applicable tariffs. If applicable, this will be indicated in the app.

4.2. Linking a creditcard to the app

- 4.2.1.** To link a credit card to the app, the user enters the credit card details. If the credit card is not accepted, the user will be notified in the app.
- 4.2.2.** Credit cards that have expired or have been reported lost or stolen will no longer work. The user will be notified of this in the app.

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- 4.2.3.** We share the credit card data with the payment service provider without storing or processing it ourselves.
- 4.2.4.** The payment service provider for credit card payments is Adyen NV, a public limited liability company based in the Netherlands, with registered office at Simon Carmiggeltstraat 6-50, 1011 DJ Amsterdam, The Netherlands, with company number 34259528. Adyen processes the payments for ad hoc charging.
- 4.2.5.** To avoid fraud, users authorise us to pre-authorise their credit card through their payment service provider:
 - a) €0 for each new credit card registration
 - b) Up to €20 (including VAT) when a user starts an ad hoc charging session
- 4.2.6.** When the user completes an ad hoc charging session, we adjust the amount of the pre-authorisation to the amount the user pays for their charging session. We have no influence on how quickly the user's payment service provider removes the pre-authorisation.
- 4.2.7.** After ending a charging session, the user will receive a summary of the charging session in the app, with the duration and cost. This summary is not an invoice. The user shall also receive a proof of payment by email sent to the email address they entered in the app.

5. Contract duration and cancellation

- 5.1.** Users can remove the app from their mobile device at any time. All data collected in the app will be deleted at that time. Charging session data will remain available on the My InCharge portal. We handle your data with care. Our [Privacy Statement](#) explains how we do this.
- 5.2.** We may also terminate the app and the accompanying agreement at any time, for example if the user does not consent to amended General Terms and Conditions or if they fail to fulfil their obligations.

6. Liability

- 6.1.** We are not liable for any loss or damage caused by users not using our charging network as recommended. This includes using non-certified charging cables.
- 6.2.** If we fail to comply with the agreement and are at fault, we will pay for the resulting loss or damage, even when it is the responsibility of a person or organisation working for us.
- 6.3.** We will not pay for loss or damage to goods used by users for a business or profession, loss or damage due to a business interruption, loss or damage due to not being able to exercise a profession, or loss or damage due to lost profit, unless there is deliberate intent or gross negligence.
- 6.4.** Users must report any loss or damage to us immediately, in any case within two months of the occurrence of the loss or damage. If a user claims the loss or damage after two months, we will not pay anything unless the user can show that they were not able to report the damage earlier.
- 6.5.** If we are obliged to pay for loss or damage, we shall pay a maximum of €1,000,000 per incident, even if the loss or damage is higher.
- 6.6.** This liability arrangement also applies to other persons and/or organisations that we have engaged for the execution of the agreement, and to persons for whom we or these other persons or organisations are liable.
- 6.7.** If there is a disturbance falling under the responsibility of the manager of the electricity grid and/or the telecommunication network and we are therefore unable to comply with the agreement, we shall not pay for the resulting loss or damage.

7. Transfer

- 7.1.** We have the right to transfer the rights and obligations of this contract to another party. We remain responsible for ensuring that this party complies with the rights and obligations of the agreement. Users must give their consent in advance.
- 7.2.** If any individual agreement, this agreement or any part thereof is not or is not entirely feasible or if any individual agreement, this agreement or part thereof becomes unfeasible or invalid after the conclusion of the agreement, this shall not affect the validity of the other parts of the individual agreement or this agreement.
- 7.3.** This agreement and the legal relationships between us and users for this agreement are governed by the substantive law of the Netherlands, with the exception of private international law. In addition to this choice of law, mandatory law always applies to consumers who reside in the European Union.
- 7.4.** Amsterdam is the place of jurisdiction for all disputes relating to this agreement.
- 7.5.** If users have feedback about the app or related services or if they experience any problems, they can report it to us. Our contact details can be found in the app and on the [website](#).