

Terms and Conditions

You can review the most current version of the Terms of Service at any time at this page.

As a myEVroute user, you agree to obey all applicable laws and regulations, as well as any policies and rules of the owner of the myEVroute Enabled Charging Station and/or the owner of the property on which the myEVroute Enabled Charging Station is located.

Payment Terms:

- Pay all applicable fees for a charging session initiated by you, either through the use of the myEVroute app or in any other manner, including, without limitation, your myEVroute key fob(s), or remotely by a customer service agent.
- Use the myEVroute service solely in accordance with instructions provided to you by myEVroute.
- Promptly review your statement and notify myEVroute Customer Service of any questions regarding session fees. Fees not questioned within 10 days of notice will be deemed valid.
- Although myEVroute takes a credit card number when you apply for a myEVroute account, your credit card will not be charged until you engage myEVroute services. You are only billed for the services rendered; **no monthly balance is required.**
- Promptly update online any changes to your name, email address, mailing address, telephone number, and any applicable credit card information, including, without limitation the applicable credit card number, expiration date and billing address when that new information is first known (see contact information below). **You remain liable for all Session Fees billed to your account until you have notified myEVroute Customer Service of any changes in your myEVroute account or until you have cancelled your account.**
- All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

Personal Information

We collect, use and disclose personal information for the primary purpose:

- to develop and manage our business and operations;
- to detect and protect against error, negligence, breach of contract, fraud, theft and other illegal activity;
- as permitted by, and to comply with, applicable legal or regulatory requirements or provisions;
- to identify products and services that will meet your needs;
- to consolidate and analyze, on a non-individualized basis, demographic information for our own use or for other parties' use in developing marketing platforms and services; and
- to promote products and services that are part of our customer loyalty programs.

We assume that an individual has consented to our reasonable collection and use of personal information consistent with the purposes for which the information was given, when the individual

initiates contact with us or voluntarily provides personal information to us. We also assume that customers who pay for our services consent to the reasonable collection, use and disclosure of their personal information by us.

If you prefer that we not contact you for marketing purposes, you may withdraw your consent at any time by contacting us (see contact information below).

We will not sell Personal Information to any third parties.

Licensing/Software

Any software which you download is governed in accordance with (i) the license terms and conditions, or (ii) or the license terms pursuant to Koben System Inc.

You acknowledge and agree that myEVroute may modify the myEVroute website and mobile apps in any way and at any time, with or without notice. You further acknowledge and agree that, while myEVroute has attempted to provide accurate information on the myEVroute website and mobile apps, such information may change frequently and in no event will myEVroute be responsible for the accuracy, usefulness or completeness of any information, materials or other content on the myEVroute website or mobile apps, or that any such information, materials, or other content is the most up-to date.

Disclaimer of Warranties:

YOUR USE OF THE MYEVROUTE SERVICE AND MYEVROUTE CHARGING STATIONS IS AT YOUR SOLE RISK. THE MYEVROUTE SERVICE AND MYEVROUTE CHARGING STATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYEVROUTE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER MYEVROUTE NOR ANY PROGRAM PARTNER MAKES ANY WARRANTY THAT (I) THE MYEVROUTE SERVICE OR MYEVROUTE CHARGING STATIONS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (II) THE OPERATION OF THE MYEVROUTE SERVICE AND MYEVROUTE CHARGING STATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Changes:

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. We will provide you written notice, which, for these purposes, shall include an email sent to the email address you have on file with myEVroute. You will be deemed to have received such notice ten (10) days after that notice is sent. Such changes will not be effective with respect to you unless you use a myEVroute mobile app or key fob after the deemed notice date. You agree that all changes become applicable to you when you use your myEVroute account after that date.

Indemnity:

You agree to indemnify, protect, and hold harmless myEVroute and its directors, officers, employees, agents and distributors, and Hosts and Program Partners, and their respective directors, officers, employees and agents (collectively, the "Indemnitees") from all liability for any loss, damage or injury to persons or property arising from or related to your misuse or misapplication of the myEVroute account or otherwise for your negligence or misconduct.

To the maximum extent allowed by law, you agree to, and hereby do, release the Indemnitees from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the myEVroute key fob(s) issued to you, including the use of the myEVroute Charging Stations. You agree that none of the Indemnitees will incur any obligation or liability for any such loss, damage or injury to the maximum extent allowable by law. Your sole and exclusive remedy against Indemnitees will be replacement of any defective myEVroute key fob(s).

Limitation of myEVroute's Liability:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER MYEVROUTE NOR ANY PROGRAM PARTNER SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MYEVROUTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE MYEVROUTE ACCOUNT OR MYEVROUTE CHARGING STATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMER, LIMITATIONS AND RELEASE MAY NOT APPLY TO YOU.

Termination:

Either Party may terminate this Agreement at any time and for any reason. Following any termination, you remain responsible for payments owed under this Agreement. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties and you may be subject to collection actions for any unpaid balance.

Governing Law:

This Agreement is to be construed according to the laws of the Province of Ontario.

Communications:

Please address all inquiries and notices to myEVroute Customer Service support@myEVroute.com.