Terms and Conditions for Energapp

Effective Date: 01.10.2025

Operated by:

BringoCharge s. r. o.

Starohájska 2901/6, 851 02 Bratislava – mestská časť Petržalka, Slovakia

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1. Introduction

These Terms and Conditions ("Terms") govern the use of the **Energapp mobile application**, website (**energapp.com**), and related services ("Services") operated by **BringoCharge s. r. o.** ("Energapp", "we", "us", "our").

By creating an account or using our Services, you agree to these Terms. If you do not agree, you must not use Energapp.

2. Scope of Services

Energapp provides a digital platform for **electric vehicle (EV) owners** to connect, locate compatible vehicles, and access EV-to-EV charging or related energy-sharing services. Some features may require an active **subscription**, **one-time payment**, or **equipment rental**.

We may add, modify, or remove features at any time to improve our service or comply with regulations.

3. Eligibility

You must:

- Be at least 18 years old.
- Have full legal capacity to enter into a binding agreement.
- Use the app only for lawful purposes and in compliance with these Terms.

Energapp is not intended for minors or individuals acting on behalf of unauthorized entities.

4. Account Registration and Responsibilities

To access certain features, users must create an account. You agree to:

- Provide accurate, complete, and current information.
- Keep your login credentials secure and confidential.
- Be responsible for all activity under your account.

We reserve the right to suspend or terminate accounts that violate these Terms or contain false information.

5. Payments and Subscriptions

Some Energapp features require payment (e.g., subscription, rental fees).

- **Payment processing** is handled securely through third-party providers (e.g., Stripe, Google Play Billing, Apple Pay).
- Prices are displayed in euros (EUR) and may include applicable taxes.
- Subscriptions automatically renew unless cancelled before the renewal date.
- You can cancel your subscription through the app store or your account settings.

No refunds are provided for partial subscription periods or unused services unless required by law.

6. Use of Equipment and Services

If you use Energapp's physical charging equipment or EV-to-EV connection devices:

- Use them only as intended and in compliance with safety guidelines.
- Do not modify, misuse, or resell equipment.
- Report any damage, malfunction, or safety issue immediately.

Energapp is **not responsible** for any damage to vehicles or property arising from improper or unauthorized use.

7. Prohibited Conduct

Users must **not**:

- Use the app for illegal, fraudulent, or harmful purposes.
- Interfere with other users' access or system performance.
- Attempt to reverse engineer, copy, or distribute Energapp software.
- Share misleading, harmful, or false information through the platform.

Violation of these rules may result in immediate account suspension or legal action.

8. Intellectual Property

All content, logos, designs, trademarks, and technology within Energapp are the property of **BringoCharge s. r. o.** or its licensors.

Users are granted a **limited, non-transferable, non-exclusive license** to use the app and services for personal, non-commercial purposes.

You may not copy, modify, distribute, or create derivative works without our prior written consent.

9. Data Protection

Your privacy is important to us.

All processing of personal data is governed by our <u>Privacy Policy</u>, which complies with the **General Data Protection Regulation (GDPR)** and Slovak data protection laws.

10. Service Availability and Disclaimer

Energapp strives to ensure continuous service, but we do not guarantee uninterrupted or errorfree operation.

We reserve the right to suspend, modify, or discontinue any part of the Services for maintenance, updates, or other reasons.

Energapp provides its services "as is" and "as available" without warranties of any kind, whether express or implied.

11. Limitation of Liability

To the maximum extent permitted by law:

- Energapp shall not be liable for **any indirect, incidental, or consequential damages**, including loss of profits, data, or goodwill.
- Our total liability for any claim arising from or related to your use of Energapp shall not exceed the total amount paid by you to Energapp in the last **12 months**.

Nothing in these Terms limits our liability for death, personal injury, or fraud caused by negligence.

12. Termination

You may terminate your account at any time through the app or by contacting support. Energapp may suspend or terminate your access if:

- You breach these Terms.
- Your actions harm other users or the reputation of the service.
- Required by law or regulatory authority.

Upon termination, your right to use Energapp ends immediately, but payment obligations remain due.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the **Slovak Republic**.

Any disputes shall be resolved exclusively by the **courts of Slovakia**, unless otherwise required by EU consumer protection regulations.

14. Changes to These Terms

Energapp may update these Terms periodically.

Revised versions will be posted on **energapp.com/terms** with an updated "Effective Date." Your continued use after such updates constitutes acceptance of the new Terms.

15. Contact Information

For questions or concerns regarding these Terms, please contact us:

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