

Terms of use for the app Verdo Opladning

1. Area of application

1.1. These terms are a translation of the Danish version "Vilkår for brug af app'en Verdo Opladning". In case of discrepancies between this English version and the Danish Version, the Danish version shall prevail. The Danish version can be found on the following webpage: <https://www.verdo.com/dk/det-med-smaat/opladning/app-betingelser/>

1.2. These terms (hereinafter the "Terms") apply to any use of the app Verdo Opladning (hereinafter "Verdo Opladning" or the "App") provided by:

VERDO GO GREEN A/S ("VERDO")
Company no. 25481941
Agerskallet 7, DK-8920 Randers NV
Email: kunde@verdo.com
Phone number: (+45) 70 10 02 30

1.3. The customer (hereinafter "the Customer", "You" etc.) accepts the Terms with the installation and use of the app.

2. Verdo Opladning in general

2.1. Verdo Opladning allows you to use a number of functions, including

- a) To initiate charging on your own charging box.
- b) To track your current consumption on your own charging box (if you have a Verdo Opladning subscription).
- c) Sharing your own charging box with others for a fee.
- d) To pay for and initiate charging at the charging stations that are part of Verdo's and third party's public network of charging stations. Publicly accessible charging stations can be found via the app.

2.2. The functions/various services in the app are hereinafter referred to collectively as the "Services".

2.3. The services offered by Verdo often depend on or are offered in combination with services offered by different partners/third parties (e.g. charging stations). Such third parties may have their own terms and/or conditions for using their services. The Customer is obliged to comply with any such terms in connection with use of services from third parties. Verdo is not responsible for services or performance provided by partners/third parties or for making such terms and/or conditions available to the Customer.

3. Use of third-party charging stations

3.1. Charging stations in the public network are made available and maintained by eRoaming partners/third parties or Verdo. Verdo assumes no responsibility for third party charging stations, charging cables or the electricity used by the Customer at third party charging stations. Verdo does not provide technical support in relation to third party charging stations. If a third party charging station does not work, the Customer is advised to contact the third party in question.

3.2. When you want to charge at charging stations in the public network, please note that not all charging stations look the same or are handled in the same way. You should take a little extra time to find a specific charging station and become familiar with how it works.

4. The Customer's obligations and responsibilities

4.1. The Customer is at all times obliged to:

- a) Comply with applicable laws and regulations, including the rules laid down at any time by Verdo or Verdo's partners/third parties, including in relation to the use of charging stations and App.
- b) Only use the App in accordance with the purpose, cf. section 2.1.
- c) Not to infringe or copy the code, content or design in the app, including by copying, decoding or otherwise changing the app or disrupting the security of the app.

4.2. The Customer is liable for damage caused by the Customer or damage caused by property belonging to the Customer in connection with the charging of the Customer's vehicle.

5. Payment for charging

5.1. The registration of a valid means of payment is required if you wish to use Verdo Opladning for payment and initiation of charging at public charging stations. You can delete or change your registration at any time.

5.2. In the case of payment by means of payment from a third party (e.g. Dankort, MobilePay, Apple Pay, etc.), in addition to the Terms of use for Verdo Opladning, you are also subject to the current terms/conditions for the means of payment you have chosen at any time. It is emphasised in this connection that Verdo only makes the app Verdo Opladning available, and thus does not assume any responsibility for the use of the selected means of payment/payment method. You are therefore responsible for the use of the selected means of payment.

5.3. Before you start charging, the app will give you information about the price per kWh.

5.4. Especially for eRoaming: The cost of charging via eRoaming is determined by the local charging operator and is displayed in the app for the chosen location. When using eRoaming/third-party charging stations, Verdo will charge you a handling fee of DKK 5 per charge.

5.5. Payment for your charging will be drawn from your account after the charging session has ended. After charging, you will receive a receipt in Verdo Opladning showing your total charging consumption and total price (incl. VAT).

5.6. In connection with payment, you accept that you do not have the option of cancelling a payment for actual consumption, and therefore payment for actual charged consumption may not be refunded.

5.7. When using voucher codes, the Customer must enter the voucher code in Verdo Opladning to be able to charge at the price that the voucher code allows.

6. Public sharing – sharing of your own charging box at your home address

- 6.1. By enabling “public sharing” in the app, you can make your charging box at your home address available to other Verdo Opladning users. If you deactivate public sharing while a user is charging on your shared charging box, this charging will continue until it is finished and the user disconnects their charging cable.
- 6.2. You set the price for charging at your own charging station. If you change the kWh price while a user is charging on your shared charging box, the change will not take effect until the next time a charge is started.
- 6.3. When a user uses your shared charging box, the user will be charged the price per kWh that you have specified in the app. The amount earned – less an administration fee of 5% to Verdo – will appear on a monthly statement and will be paid to you every month.
- 6.4. Verdo waives any liability for any tax consequences relating to the income you receive by sharing your private charging box(es).

7. Availability

- 7.1. Verdo seeks to give you uninterrupted access to the app and services therein 24 hours a day, but there may be outages and/or technical problems. If you experience a problem with the app or the services, you can contact Verdo by email at kunde@verdo.com.
- 7.2. Verdo seeks to ensure that their charging stations in the public network are as functional as possible, but it may still be the case that the charging stations are affected by faults and/or damage. Verdo ensures that faults at its own charging stations are rectified as quickly as possible. Verdo has no responsibility for third party charging stations. If a charging station is out of operation for a longer period, this will be shown in the overview in the app.
- 7.3. Verdo reserves the right, without notice and without compensation, to take the app, charging boxes or charging stations out of operation, interrupt services, make technical changes, carry out maintenance and/or update software/firmware, etc. to ensure operations or as a result of official requirements, crashes or breakdowns, maintenance or software updates, or force majeure or force majeure-like events.

8. Unauthorised use and blocking of account

- 8.1. It is your responsibility to ensure that Verdo Opladning is not used by unauthorised persons.
- 8.2. If you become aware that Verdo Opladning has been used in your name unauthorised, or that you have lost your phone on which Verdo Opladning is installed, you must contact Verdo immediately on +45 70 10 02 30 to block your Verdo Opladning account, in order to avoid misuse.

9. Intellectual property rights and use of data

- 9.1. Verdo and/or Verdo's partners own all rights, title and interests, including all intellectual property rights concerning and for the app.
- 9.2. Data collected via the app, including concerning the location of charging locations, belongs to Verdo and/or Verdo's business partners. This data may not be used for purposes other than using Verdo Opladning. Data may not be transferred to a third party.

10. Personal data

- 10.1. The data collection concerning the user's location is crucial for the functionality of Verdo Opladning. The data is processed solely for the purpose of providing the digital services in the app.
- 10.2. Information regarding downloads and updates of Verdo Opladning is used to improve the app, as well as analysis work and administration.
- 10.3. The basis for data collection requires the user's permission to use location data via the device. The user can disable this access at any time in the device settings. Deleting Verdo Opladning deletes all saved information.
- 10.4. The user is entitled to access the collected information, as well as to verify, limit and remove it. The user has the right to object to the processing of their information.
- 10.5. Verdo stores the charging history for each Customer (such as information about which charging station is used, charging quantity, amount and time spent on charging). The charging history forms the basis for invoicing the Customer, where applicable.
- 10.6. Verdo processes personal data in accordance with applicable legislation on the processing of personal data. You can read more about how we process your personal data in our personal data policy on our website/under the following link: [Privacy Policy \(verdo.com\)](https://verdo.com/Privacy-Policy).

11. Complaints

- 11.1. If you are dissatisfied with anything, please send an email to Verdo at kunde@verdo.com.
- 11.2. If it is not possible to find a solution, you can send a complaint via the complaints portal to:

Center for Klageløsning (Centre for Complaint Resolution)
Nævnenes Hus (Danish Appeals Boards Authority)
Toldboden 2
DK-8800 Viborg

You can also lodge a complaint via the EU Commission's online complaints portal here – for example, if you are resident in an EU member state other than Denmark: [The EU Commission's online complaints portal](#)

12. Breach

- 12.1. Verdo may block the Customer's access to Verdo Opladning with immediate effect if there is a risk of unsafe use of Verdo Opladning, suspicion of unauthorised use or other misuse, or if there is a risk that the Customer will fail to fulfil its obligations to Verdo. If the Customer changes the circumstances that gave rise to the block, interruption or restriction, Verdo may, at the request of the Customer, reopen access to Verdo Opladning.

13. Liability

- 13.1. The Parties are liable under the general rules of Danish law, unless otherwise stipulated in the Terms.
- 13.2. Verdo is not liable for the following:

- a) Damage resulting from incompatibility between the Customer's electric vehicle and charging station, or due to the Customer's use of the services in the app,

charging station/charging box, charging cable or vehicle, insofar as they contravene instructions and technical requirements set out in the Terms, agreement with a third party or in instructions made available to the Customer by Verdo or a third party at other times.

- b) Indirect or consequential damage.
- c) Losses due to a charging station being closed, inoperative or out of service.
- d) Losses due to Verdo Opladning not functioning or being out of service.
- e) Losses resulting from the use of third party charging stations.
- f) Losses due to unauthorised use of the app.
- g) Losses as a result of Verdo's service, maintenance and updating, etc. pursuant to section 7.3.

14. Marketing

14.1. If you have given your explicit consent, Verdo will continuously send news and offers for similar products to the email address provided in connection with the order. Cancellation of this service can take place at any time via email to Verdo.

15. Assignment of rights and obligations

15.1. The Customer acknowledges that Verdo may transfer all or part of its rights and obligations under these Terms to another company within the same group or to another party that can reasonably be expected to fulfil the obligations under the Terms in a satisfactory manner.

16. Amendments

16.1. Verdo may make amendments to the Terms when necessary.

17. Governing law and legal venue

17.1. Any dispute between you and Verdo related to Verdo Opladning or these Terms that cannot be resolved via the complaints procedure, cf. section 11, must be settled in accordance with Danish law before the Danish courts.