

# ChargePoint Product and Services Use Policy

Updated: May 20, 2024

**IMPORTANT:** Please read this ChargePoint Product and Services Use Policy (“Policy”) carefully before completing your purchase of products and/or services provided or offered by the applicable ChargePoint entity or entities referenced below (“ChargePoint”) through this website (“Website”). This Policy contains important limitations and exclusions that apply to your use of Products and Services purchased through this Website. By placing your order on the Website, you indicate your acceptance of this Policy for any use of Products and/or Services through this Website. If, at any time, you do not agree to this Policy, then you must discontinue use of the Website and you must not complete your order.

ChargePoint reserves the right to modify this Policy from time to time. ChargePoint will provide notice of each such modification by posting an updated version of the Policy. For the purposes of this Policy, the purchaser of Products and/or Services through the Website will be referred to as “you,” or “your.”

## 1. Use Terms and Conditions

After (a) the completion of your purchase through the Website of ChargePoint hardware products and/or cloud plans (“**Products**”) and/or services (e.g. EV charger installation services) that are provided to you by ChargePoint and/or its suppliers, contractors, or third party service provider (“**Services**”); and (b) prior to your use of such Products or performance of such Services, you will be required to accept additional and separate terms and conditions, from the purchase terms of sale, with ChargePoint, and/or its suppliers and contractors, that will govern your use of such Products or performance of such Services (“**Use Terms and Conditions**”). Use Terms and Conditions may be presented to you (i) at the time of your purchase through the Website, (ii) at the point of activation of certain Products, (iii) prior to the performance of certain Services (e.g. EV charger installation services terms and conditions will be presented to you when you receive a quote from a third party service provider), or (iv) via electronic communication between you and ChargePoint and/or its suppliers, contractors, or third party service provider. If you do not agree to the applicable Use Terms and Conditions, then you must not use the applicable Products or Services and must contact customer service to initiate a return in accordance with the applicable return policy.

## 2. Your Privacy

ChargePoint’s Privacy Policy governs your submission and the processing of your personal information through this Website. By submitting your personal information to ChargePoint in connection with your order, you consent to ChargePoint to process (either directly or through third party service providers) your information to fulfill your order and for other purposes in accordance with ChargePoint’s Privacy Policy. By placing your order on the Website, you indicate your acceptance of ChargePoint’s privacy policy as presented via the Website.

## 3. Refunds

There are no refunds for your purchase of Services if such Services have been rendered to you. For certain Services you purchased and prior to the performance of such Services, a refund, minus

certain non-refundable fees or charges, may be provided – please contact customer service for additional information. If the Product and Services are ordered together and the hardware product is returned, then this will automatically cancel the associated cloud plan and/or Services portion of that order. Please see the applicable Use Terms and Conditions for any cancellation rights or refund policy that may apply to cloud plans or Services subject to Use Terms and Conditions.

#### **4. Warranty and Disclaimers**

For any Products that are subject to Use Terms and Conditions, any warranties from ChargePoint will be in accordance with the applicable Use Terms and Conditions. As between you and ChargePoint, the Services, which are subject to Use Terms and Conditions between you and ChargePoint's third party service providers (e.g. EV charger installation services), are offered by ChargePoint without any express or implied warranties, including, without limitation, any warranties related to performance, merchantability, fitness for a particular purpose, or non-infringement. Any applicable warranties for such Services, subject to Use Terms and Conditions, which you must enter into with ChargePoint's third party service providers, will be specified in such Use Terms and Conditions that you enter into with the applicable third party service provider.

#### **5. Limitation of Liability**

As between you and ChargePoint, you acknowledge and agree that in no event shall ChargePoint be responsible or liable to you for any damages, including, without limitation, direct, indirect, incidental, special, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, or loss of business information), caused or arising out of any Services that are subject to Use Terms and Conditions that you enter into with the applicable third party service providers (e.g. EV charger installation services).

As between you and ChargePoint, the limitation of liability for hardware products or cloud plans subject to Use Terms and Conditions that you enter into with ChargePoint are specified in the applicable Use Terms and Conditions.

#### **6. Applicable ChargePoint Entity**

<b>If you are domiciled in:</b>	<b>The applicable ChargePoint entity:</b>
The United States of America	ChargePoint, Inc., a Delaware corporation
Canada	ChargePoint Canada, Inc., a British Columbia corporation