

## **ChargePoint Terms of Use for Artificial Intelligence Services**

Last Updated: June 1, 2026

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY:**

**THESE AI TERMS ARE ENTERED BY AND BETWEEN YOU AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES REFERENCED IN THE “GOVERNING LAW AND CHARGEPOINT ENTITIES” SECTION BELOW (“CHARGEPOINT”). YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AUTHORIZED BY YOUR ORGANIZATION TO ENTER INTO THESE AI TERMS ON BEHALF OF SUCH ORGANIZATION. YOU MAY ONLY ACCESS, DOWNLOAD, AND/OR USE THIS SERVICE (AS DEFINED BELOW) IF YOU AGREE TO THESE AI TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS DESCRIBED IN THIS DOCUMENT (“AI TERMS”), THEN DO NOT ACCESS, DOWNLOAD OR USE THIS SERVICE.**

**BY YOUR ACCEPTANCE OF THESE AI TERMS (E.G. CLICKING “I ACCEPT” FOR THESE AI TERMS OR YOUR ORGANIZATION AGREEING TO BE CONTRACTUALLY BOUND BY THESE AI TERMS IN A SEPARATE AND LEGALLY BINDING AGREEMENT ENTERED INTO BY AND BETWEEN YOUR ORGANIZATION AND CHARGEPOINT), BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND YOU AGREE TO BE BOUND BY THESE AI TERMS, INCLUDING, WITHOUT LIMITATION, CHARGEPOINT’S PRIVACY POLICY FOUND AT: [https://na.chargepoint.com/privacy\\_policy](https://na.chargepoint.com/privacy_policy). CHARGEPOINT’S PRIVACY POLICY IS INCORPORATED BY REFERENCE INTO THESE AI TERMS.**

**ARBITRATION NOTICE.** Solely for the purposes of your organization that has accepted these AI Terms to use the Service only within the United States and/or Canada, except for certain kinds of disputes described in the “Dispute Resolution and Arbitration” section below, you agree that disputes arising under these AI Terms will be resolved by binding, individual arbitration. BY ACCEPTING THESE AI TERMS AND SOLELY FOR THE PURPOSES OF YOUR ORGANIZATION THAT HAS ACCEPTED THESE AI TERMS TO USE THE SERVICE ONLY WITHIN THE UNITED STATES AND/OR CANADA, YOU AND CHARGEPOINT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

CHARGEPOINT RESERVES THE RIGHT TO MODIFY, AMEND AND/OR UPDATE ANY OF THESE AI TERMS FROM TIME TO TIME. CHARGEPOINT RESERVES THE RIGHT TO DISCONTINUE THIS SERVICE AT ANY TIME. THE MODIFICATION, AMENDMENT, AND/OR UPDATE TO THESE AI TERMS WILL BE EFFECTIVE AFTER CHARGEPOINT HAS POSTED SUCH MODIFICATIONS, AMENDMENTS, UPDATES OR NOTICE OF SERVICE TERMINATION ON THE APPLICABLE WEBSITE. YOUR CONTINUED ACCESS TO OR USE OF THE SERVICE AFTER SUCH NOTICE AND POSTING CONFIRMS YOUR CONSENT TO BE BOUND BY THESE AI TERMS, AS MODIFIED, AMENDED AND/OR UPDATED. **IF YOU DISAGREE WITH ANY OF THE MODIFIED, AMENDED AND/OR UPDATED AI TERMS, DO NOT CONTINUE TO USE THE SERVICE.**

ChargePoint reserves the right to investigate complaints or reported violations of these AI Terms and to take any action ChargePoint deems appropriate, including, without limitation, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your account, usage history, IP addresses and traffic information.

## **1. USE OF SERVICE**

Certain features of the Service are powered by artificial intelligence, including, without limitation, foundational large language models and/or agentic artificial intelligence (collectively, “AI”). AI-generated outputs are provided to you on an “as is basis for informational and assistive purposes only, may be inaccurate, incomplete, or outdated, and should not be relied upon as definitive or professional advice. You remain solely responsible for verifying any AI outputs and for any decisions or actions taken based on them. You are solely responsible for all activity that occurs through your organization’s use of the AI service, including, without limitation, any subsequent or successor version thereof, provided by ChargePoint to you subject to these AI Terms (“**Service**”), and you agree to maintain, if applicable, the security and control over Access Credentials, including, without limitation, your username and password, at all times.

After completing the registration process to obtain access to the Service, you will be permitted access to the Service via a ChargePoint-provided authentication method (“**Access Credential**”). Access Credential will enable you to use the Service. You may not authorize or allow third parties in any manner to use your Access Credential.

Except as otherwise provided in these AI Terms, in the event of any conflict between the AI Terms and the terms and conditions of a separate and legally binding agreement entered into by and between your organization and ChargePoint that is currently in effect as of the date you and/or your organization first access and use the Service (“**Separate Terms**”), the AI

Terms will supersede and govern solely to the extent necessary to resolve such conflict in connection with the use of the Service by you and your organization.

## **2. LICENSE AND USE RESTRICTIONS**

You agree to comply with all applicable laws and regulations when accessing or using the Service, including, without limitation, all applicable AI-related laws, legislations, and regulations such as Regulation (EU) 2024/1689 (“**EU AI Act**”). You may not use the Service (a) in any way that could cause harm, nuisance, annoyance, inconvenience, or damage to, or adversely affect, any persons, third parties or ChargePoint’s reputation or property, including, without limitation, ChargePoint-manufactured charging stations and equipment; or (b) in any way prohibited by these AI Terms or other applicable ChargePoint policies. Additionally, you may not attempt to access, modify, reverse engineer, or derive source code from this Service.

You may not use any AI portion of this Service in a manner that would constitute a prohibited AI practice pursuant to Article 5 of the EU AI Act, including, without limitation:

- a. the use of subliminal, deceptive, or manipulative techniques that cause or are likely to cause harm;
- b. the exploitation of vulnerabilities of specific individuals or groups;
- c. social scoring by public authorities;
- d. real-time remote biometric identification in publicly accessible spaces for law-enforcement purposes, except where expressly permitted by applicable law; and
- e. emotion recognition in workplace or educational settings where prohibited.

You may not use any AI portion of this Service to influence or make automated decisions in high-risk domains that may affect individual rights or interests, unless you implement appropriate human oversight and affected individuals are informed where required. For the purposes of these Terms, "high-risk domains" are defined in accordance with the EU AI Act and include, without limitation, AI systems used in: employment and workers management; access to education and vocational training; access to and enjoyment of essential private and public services and benefits (e.g., credit scoring); law enforcement; and migration, asylum, and border control management.

ChargePoint grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use this Service in compliance with these AI Terms; and (ii) access and use any content, information and related materials that may be made available through this Service. Any rights not expressly granted herein are reserved by

ChargePoint. You may not: (a) reproduce, distribute, publicly display, publicly perform, reverse engineer, or create derivative works of this Service; (b) make modifications to this Service; or (c) interfere with or circumvent any feature of this Service, including, without limitation, any security or access control mechanism.

This Service is operated by ChargePoint. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, content, information, and all other elements incorporated in or provided via the Service (“**Materials**”) are protected by intellectual property and other laws. All Materials included in this Service are the property of ChargePoint or its third-party licensors. Except as expressly authorized by ChargePoint through these AI Terms, you may not use the Materials. There are no implied licenses in these AI Terms and ChargePoint reserves all rights to the Materials not granted expressly in these AI Terms.

From time to time, ChargePoint may need to update the Service. Updates include, without limitation, bug fixes, the addition or deletion of certain features and improvements thereto.

ChargePoint respects and appreciates the thoughts and comments from our users. If you choose to provide input and suggestions regarding the Service and/or Materials (“**Feedback**”), then you hereby grant ChargePoint a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, transferrable, fully-paid, royalty-free right and license to use and exploit the Feedback in any manner and for any purpose, including, without limitation, to improve the Service and create other products and services. ChargePoint will not have any obligation to provide you with attribution for any Feedback you provide to ChargePoint.

### **3. TERMINATION**

ChargePoint may terminate your rights under these AI Terms at any time and for any reason or no reason including, without limitation, any breaches of these AI Terms by you. In the event of a termination, you will no longer be permitted to use this Service.

### **4. DISCLAIMER OF WARRANTIES**

**Applicability of this Section.** The parties acknowledge and agree this Section 4 will apply solely for the purposes of your organization that has accepted these AI Terms to use the Service only within the United States and/or Canada. For all other geographies, the terms and conditions in the applicable Separate Terms analogous to this section shall supersede and govern for the purposes of the AI Terms.

THIS SERVICE AND ALL MATERIALS AVAILABLE THROUGH THIS SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. CHARGEPOINT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THIS SERVICE AND ALL

MATERIALS AVAILABLE THROUGH THIS SERVICE INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CHARGEPOINT DOES NOT WARRANT THAT USE OF THE SERVICE OR ANY MATERIALS OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, ACCURATE, CURRENT, CORRECT OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND CHARGEPOINT DOES NOT WARRANT THAT ANY OF ISSUES RELATED TO OR RESULTING FROM THE SERVICE WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS SERVICE OR CHARGEPOINT OR ANY MATERIALS AVAILABLE THROUGH THIS SERVICE WILL CREATE ANY WARRANTY FROM CHARGEPOINT THAT IS NOT EXPRESSLY STATED IN THESE AI TERMS. CHARGEPOINT IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THIS SERVICE, YOUR USE OF THE SERVICE, OR YOUR DEALING WITH ANY OTHER THIRD PARTIES VIA THE SERVICE. CHARGEPOINT IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOU, YOUR PROPERTY, OR ANY THIRD PARTY PROPERTY (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING YOUR CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS DISCLAIMER OF WARRANTIES SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. ChargePoint does not disclaim any warranty or other right to the extent that ChargePoint is prohibited from disclaiming such warranty or right under applicable law.

## **5. INDEMNITY**

**Applicability of this Section.** The parties acknowledge and agree this Section 5 will apply solely for the purposes of your organization that has accepted these AI Terms to use the Service only within the United States and/or Canada. For all other geographies, the terms and conditions in the applicable Separate Terms analogous to this section shall supersede and govern for the purposes of the AI Terms

To the fullest extent permitted by law, you are solely responsible for your use of the Service, and you will defend and indemnify ChargePoint, its affiliates, Hosts and program partners, and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**ChargePoint Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these AI Terms or any applicable

laws or regulations; (3) your violation of any third party right, including, without limitation, any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party that may affect ChargePoint Entities. ChargePoint reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to this indemnity provision (without limiting your indemnification obligations with respect to that matter or your obligation to reimburse ChargePoint for the aforementioned expenses), and in that case, you agree to fully cooperate with ChargePoint's defense of those claims.

## **6. LIMITATIONS OF LIABILITY**

**Applicability of this Section.** The parties acknowledge and agree this Section 6 will apply solely for the purposes of your organization that has accepted these AI Terms to use the Service only within the United States and/or Canada. For all other geographies, the terms and conditions in the applicable Separate Terms analogous to this section shall supersede and govern for the purposes of the AI Terms

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CHARGEPOINT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY CHARGEPOINT ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE AND EVEN IF SUCH DAMAGE IS FORESEEABLE.

(B) TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF CHARGEPOINT TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR MATERIALS UNDER THESE AI TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO TEN (\$10) UNITED STATES DOLLARS.

(C) EACH PROVISION OF THESE AI TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN CHARGEPOINT AND YOU PURSUANT TO THESE AI TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SUCH PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE AI TERMS. THE LIMITATIONS IN THIS LIMITATION OF

CHARGEPOINT’S LIABILITY SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(D) 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.

**7. GOVERNING LAW AND CHARGEPOINT ENTITIES**

The parties acknowledge and agree that the ChargePoint entity referenced in the applicable Separate Terms will supersede this Section 7. Notwithstanding the foregoing, the ChargePoint entity that will enter into these AI Terms with you, the address to which you should direct notices under these AI Terms, the applicable governing law, and applicable place of jurisdiction, shall be determined according to where you are domiciled as follows:

<b>If you are domiciled in:</b>	<b>ChargePoint Entity entering into these AI Terms with you:</b>	<b>Notices should be addressed to:</b>	<b>Governing law:</b>	<b>Place of jurisdiction:</b>	<b>Forum:</b>
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada
Any country in Europe, other than, France, Germany or the United Kingdom.	ChargePoint Network Netherlands B.V. with trade registry number 66828147 and offices at Hoogoorddref 56E, 1101 BE, Amsterdam, the		The Netherlands	Amsterdam, the Netherlands	

	Netherlands,				
France	ChargePoint Network (France) SAS with trade registry no 843873464 (RCS PARIS), and offices at 12 Place Dauphine 75001 Paris, France		France	Paris, France	
Germany	ChargePoint Germany GmbH with trade registry number HRB 265326 (Amtsgericht München), and offices at Atelierstr. 12, 81671 München,		Germany	Munich, Germany	
Italy	ChargePoint Italy S.r.l, with offices at Largo Guido Donegani 2, 20121, Milano, Italy,		Italy	Milano, Italy	
Spain	ChargePoint Spain, S.L., with offices at C/Juan de Mena 10, Madrid 28014, Spain		Spain	Madrid, Spain	
United Kingdom	16 Great Queen Street, London, United Kingdom, WC2B 5AH		England	Courts of England and Wales	

These AI Terms, and any disputes related to these AI Terms, will be governed by the applicable “Governing law” and “Place of jurisdiction” referenced above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

## **8. DISPUTE RESOLUTION AND ARBITRATION**

- A. **Applicability of this Section.** The parties acknowledge and agree this Section 8 will apply solely for the purposes of your organization that has accepted these AI Terms to use the Service only within the United States and/or Canada. For all other geographies, the terms and conditions in the applicable Separate Terms analogous to this section shall supersede and govern for the purposes of the AI Terms.
- B. **Generally:** Except as described in the “Exceptions” and “Opt-Out” sections below, you and ChargePoint agree that every dispute arising in connection with these AI Terms, the Service, or communications from ChargePoint in connection with your use of the Service will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these AI Terms. Any dispute relating to the existence, formation, interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these AI Terms are unconscionable or illusory, in whole or in part, and any defense to arbitration, including waiver, delay, laches, or estoppel.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE AI TERMS, YOU AND CHARGEPOINT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- C. **Exceptions:** Although ChargePoint and you agree to arbitrate most disputes between such parties, nothing in these AI Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- D. **Opt-Out:** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this arbitration section within 30 days after the date that you agree to these AI Terms by sending a letter to ChargePoint, Inc., Attention: Legal

Department – Arbitration Opt-Out, 254 East Hacienda Avenue, Campbell, CA 95008 that specifies: your full legal name, the email address associated with your account, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once ChargePoint receives your Opt-Out Notice, this arbitration section will be void and any action arising out of these AI Terms will be resolved as set forth in the “Governing Law” section, excluding “Forum.” The remaining provisions of these AI Terms will not be affected by your Opt-Out Notice. Opting out of this arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with ChargePoint.

- E. **Arbitrator:** This arbitration agreement, and any arbitration between ChargePoint and you, are subject the US Federal Arbitration Act. The Federal Arbitration Act will govern the interpretation and enforcement of the arbitration agreement. Any arbitration will be administered by JAMS under the rules applicable to consumer disputes (collectively defined as “**JAMS Rules**”) as modified by these AI Terms. The JAMS Rules and filing forms are available online at [www.jamsadr.org](http://www.jamsadr.org), by calling the JAMS at +1-800-352-5267 or by contacting ChargePoint.

In the event that 25 or more similar arbitration demands presented by or with the assistance, coordination, or cooperation of the same law firm, group of law firms, cooperating law firms, or organization are allowed to be submitted for arbitration, the JAMS Mass Arbitration Procedures and Guidelines shall apply. JAMS shall: (i) administer the arbitration demands in batches of 25 demands, with the discretion to create additional batches if JAMS finds that they are necessary to facilitate the efficient resolution of demands; and (ii) apply a single set of fees per batch for each side as set forth in JAMS’ Mass Arbitration Procedures Fee Schedule. You agree to cooperate in good faith to implement this batch approach to facilitate the efficient resolution of claims. This provision shall in no way be interpreted as authorizing class arbitrations of any kind. ChargePoint reserves all rights and defenses as to each and any demand and claimant. If any court or arbitrator determines that this subsection is void or unenforceable for any reason or that an arbitration can proceed on a class basis, or that an arbitration can proceed on a mass arbitration basis without the application of this paragraph, then the arbitration agreement shall be deemed null and void in its entirety, and you and ChargePoint shall be deemed not to have agreed to arbitrate disputes.

Payment of all filing, administrator, case management and arbitrator fees will be governed by the applicable JAMS Rules, including, where applicable, the JAMS Mass Arbitration Procedures Fee Schedule.

- F. **Commencing Arbitration:** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). ChargePoint’s

address for Notice is: ChargePoint, Inc., 254 East Hacienda Avenue, Campbell, CA 95008. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or ChargePoint may commence an arbitration proceeding. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

- G. **Arbitration Proceedings:** Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or ChargePoint must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- H. **Arbitration Relief:** Except as provided in the “No Class Actions” section below, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.
- I. **No Class Actions:** YOU AND CHARGEPOINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ChargePoint agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.
- J. **Modifications to this Arbitration Provision:** If ChargePoint makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the date the change became effective as indicated by the “Last Updated” date above. The written notice must be sent by certified U.S. Mail or

by Federal Express (signature required) to ChargePoint, Inc., Attention: Legal Department – Arbitration Opt-Out, 254 East Hacienda Avenue, Campbell, CA 95008 and specify: your full legal name, the email address associated with your account on the Services, and a statement that you wish to reject the changes. By rejecting any change, you agree that you will arbitrate any dispute between you and ChargePoint in accordance with the provisions of this arbitration agreement as of the date you first agreed to the arbitration agreement (or to any subsequent changes to the arbitration agreement). By rejecting any change, your account with ChargePoint will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

- K. **Enforceability and Severability:** If the “No Class Actions” section or the entirety of this arbitration section is found to be unenforceable, or if ChargePoint receives an Opt-Out Notice from you, or if for any reason an arbitration can proceed on a class basis, then the entirety of this Section 8 will be null and void and, in that case, the exclusive jurisdiction and venue described in “Governing Law” section will govern any action arising out of or related to these AI Terms. These AI Terms operate to the fullest extent permissible by applicable law. Except as otherwise provided in section, if any provision or part of a provision of these AI Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these AI Terms and shall not affect the validity and enforceability of any remaining provisions.
- L. **Survival:** This arbitration agreement shall survive any termination of your use of the Service or your relationship with ChargePoint.

## **9. NOTICE TO CALIFORNIA RESIDENTS**

If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

## **10. THIRD PARTY TERMS AND CONDITIONS**

You acknowledge and agree the following third party terms and conditions also govern your use of the Service:

### **Google Terms and Conditions:**

1. You will not, and will not to allow third parties to, use the Service:

- a. to violate, or encourage the violation of, the legal rights of others;
  - b. to engage in, promote or encourage illegal activity, including child sexual exploitation, child abuse, or terrorism or violence that can cause death, serious harm, or injury to individuals or groups of individuals;
  - c. for any unlawful, invasive, infringing, defamatory or fraudulent purpose including Non-consensual Explicit Imagery (NCEI), violating intellectual property rights of others, phishing, or creating a pyramid scheme;
  - d. to distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
  - e. to gain unauthorized access to, disrupt, or impair the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
  - f. to disable, interfere with or circumvent any aspect of the Services, or the software and equipment used to provide the Services;
  - g. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, or other solicitations (“spam”); or
  - h. to use the Service, or any interfaces provided with the Service, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.
2. You will not engage in dangerous or illegal activities, or otherwise violate applicable law or regulations. This includes generating or distributing content that:
- a. Relates to child sexual abuse or exploitation.
  - b. Facilitates violent extremism or terrorism.
  - c. Facilitates non-consensual intimate imagery.
  - d. Facilitates self-harm.
  - e. Facilitates illegal activities or violations of law -- for example, providing instructions for synthesizing or accessing illegal or regulated substances, goods, or services.
  - f. Violates the rights of others, including privacy and intellectual property rights -- for example, using personal data or biometrics without legally-required consent.
  - g. Tracks or monitors people without their consent.
  - h. Makes automated decisions that have a material detrimental impact on individual rights without human supervision in high-risk domains -- for example, in employment, healthcare, finance, legal, housing, insurance, or social welfare.

3. You will not compromise the security of others' or Google's services. This includes generating or distributing content that facilitates:
  - a. Spam, phishing, or malware.
  - b. Abuse of, harm to, interference with, or disruption to Google's or others' infrastructure or services.
  - c. Circumvention of abuse protections or safety filters -- for example, manipulating the model to contravene our policies
4. You will not engage in sexually explicit, violent, hateful, or harmful activities. This includes generating or distributing content that facilitates:
  - a. Hatred or hate speech.
  - b. Harassment, bullying, intimidation, abuse, or the insulting of others.
  - c. Violence or the incitement of violence.
  - d. Sexually explicit content -- for example, content created for the purpose of pornography or sexual gratification.
5. You will not engage in misinformation, misrepresentation, or misleading activities. This includes:
  - a. Frauds, scams, or other deceptive actions.
  - b. Impersonating an individual (living or dead) without explicit disclosure, in order to deceive.
  - c. Facilitating misleading claims of expertise or capability in sensitive areas -- for example in health, finance, government services, or the law, in order to deceive.
  - d. Facilitating misleading claims related to governmental or democratic processes or harmful health practices, in order to deceive.
  - e. Misrepresenting the provenance of generated content by claiming it was created solely by a human, in order to deceive.
6. You will not, and will not allow your end users to, use Google's AI/ML service or Generated Output to develop a similar or competing product or service.
7. You will not, and will not allow your end users to, use output from Google's AI/ML service (including Generated Output) to: (i) substitute, replace, or circumvent the use of a Google Model, directly or indirectly, or (ii) create or improve models similar to a Google Model. However, if an AI/ML Service offers the feature of fine-tuning, you may use output from that AI/ML Service (including Generated Output) to create and use Fine-Tuned Google Models instead of Google Pre-Trained Models.
8. You will not, and will not allow your end users to, reverse engineer or extract any components of Google's AI/ML Service, software, or its models (such as using prompts to discover training data).

9. Google's AI services (as described at <https://cloud.google.com/terms/services>) use emerging technology, may provide inaccurate or offensive Generated Output, and are not designed for or intended to meet your regulatory, legal, or other obligations. You acknowledge that Google's Generative AI Service may, in some scenarios, produce the same or similar Generated Output for multiple customers.
10. You will not use Google's AI Service as part of a website, your application, or other online service that is directed towards or is likely to be accessed by individuals under the age of 18.
11. You will not use Google's AI Services for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks is not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority.

**Definitions:**

**"Fine-Tuned Google Model"** means an uptrained model that Customer creates by using an AI/ML Service to retrain or fine-tune a Google Pre-Trained Model using Customer Data.

**"Generated Output"** means the data or content generated by a Generative AI Service prompted by Customer Data.

**"Google Models"** means Google Pre-Trained Models, Fine-Tuned Google Models, and Google Customer-Trained Models.

**"Google Pre-Trained Model"** means a model trained by Google and not released as an open model under an open source or other license.