

FISKER PROGRAM TERMS

Partner Program Terms:

The following Fisker Program Terms ("Fisker Program Terms") apply to any promotional balance that you receive from Partner to be loaded onto a ChargePoint Account ("Promotional Credits"). In order to redeem Promotional Credits, you must have an active ChargePoint Account subject to the Terms of Service for ChargePoint Accounts. Such Promotional Credits available under your ChargePoint Account will be subject to these Fisker Program Terms. These Fisker Program Terms are incorporated by this reference into, and made a part of, the Terms of Service for ChargePoint Accounts. Capitalized terms used but not defined in these Fisker Program Terms will have the meanings set forth in the Terms of Service for ChargePoint Accounts.

Promotional Credits can only be used at a ChargePoint Enabled Charging Station. Promotional Credits are promotional in nature, nonrefundable, have no intrinsic value, and may not be redeemed for cash. Promotional Credits can only be used by you, and you may not transfer, sell, license, rent, purchase, auction, offer or resell Promotional Credits in any manner, including, without limitation, by means of any direct sale or auction service.

Promotional Credits are void in the event of fraud, misuse, or violation of any terms of these Fisker Program Terms or the Terms of Service for ChargePoint Accounts.

By accepting or using Promotional Credits, you represent and warrant that your receipt and use of Promotional Credit is not prohibited or inconsistent with any applicable laws, regulations, or applicable policies (including employer policies).

Unless otherwise disclosed in writing at the time of enrolling in the Program, Promotional Credits shall expire and no longer be redeemable upon thirty six (36) months from the date the Promotional Credits were loaded onto a digital ChargePoint Card. Failure to redeem Promotional Credits before expiration will result in its forfeiture. We reserve the right to cancel Promotional Credits at any time. No refunds will be granted for any expired or cancelled Promotional Credits.

Unless authorized by us, Promotional Credits may not be used in conjunction with any other promotional or incentive offer from us or our affiliates.

If you choose to load additional pre-paid amounts to the same ChargePoint Account, such pre-paid amounts are not subject to these Fisker Program Terms and will not expire as set forth above. If a ChargePoint Account contains Promotional Credits as well as pre-paid amounts, the Promotional Credits will be exhausted first when used at a ChargePoint Enabled Charging Station.

ChargePoint may, from time to time, change these Fisker Program Terms. Please check these Fisker Program Terms periodically for changes. Revisions will be effective immediately except that, for existing Program participants, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated.

Notwithstanding anything to the contrary herein, the Fisker Promotional Credits program was terminated effective September 5, 2024 (the "Cancellation Date"). Promotional Credits that are not loaded onto a ChargePoint Account prior to the Cancellation Date are cancelled and may no longer be redeemed as of the Cancellation Date.