



Weev.ie Ltd Terms and Conditions

1. General

These Weev.ie Ltd (Weev) Terms of Use (“Terms of Use”) together with the Weev Privacy Policy govern your use of the service operated by Weev (“Service”). Service may include, but is not limited to, mobile applications and/or websites operated by Weev under its own brand and/or under its partners’ brand through which you can find and get access to charging stations that are available in your territory, order charging keys that allow you to start the charging process at available charging stations operated by charging point operators and pay applicable fees for charging sessions you have initiated.

The reference to “Weev” in these Terms of Use shall be interpreted to mean a reference to Weev and/or all its business partners that are authorized to operate parts of the Service on behalf of Weev (including but not limited to billing service providers and customer service providers).

2. Acceptance

By registering for the Service and accepting these Terms of Use you enter into an agreement with Weev which allows you to use the Service. All transactions that are part of the Service, including but not limited to ordering of charging keys and initiating charging sessions, are governed by such agreement. Registration without explicit acceptance of the Terms of Use is not possible.

3. Prices

All applicable prices are valid inclusive of VAT and are indicated on the Service before the start of the charging process, before a charging key is ordered or before any other transaction is initiated. Prices may be displayed as fees per kWh of consumed energy, parking fees for time of parking at the charging station, charging session starting fees and fees for time of charging (not available in Germany and in any other country where such pricing is not allowed due to applicable local legislation). You acknowledge that the final and payable price of the charging service is directly dependent on your use, for example on the amount of consumed energy, and is, therefore, not always automatically provided before the start of the charging process.

4. Your Obligations

1. You shall use the charging station correctly and in accordance with the provided instructions and ensure that the charging station is suitable for the vehicle to be

charged. Further, you shall not use charging stations that show an error message or visible defects or damages.

2. It is your responsibility to ensure that the registered payment card is valid, that it has a sufficient balance and is not blocked. In the event that debiting is not possible, Weev reserves the right to temporarily suspend your access to the Service or part of it until the overdue balance is fully paid. Weev has the right to seek payment from you by other means, such as by sending a separate invoice for your use of the Service.
3. Upon registering you shall provide your email address and a chosen password for logging into your Weev account. You must take due care to protect your password against misuse by others and promptly notify Weev about any detected misuse. You are responsible for keeping the password secure, for not writing the password down so that third parties can understand what it is used for, and for not using the password in any other way that allows others to gain access to the information.
4. You are responsible for complying with the specific parking restrictions and regulations at the charging station (such as, for example, the written instructions shown at the charging station or the instructions given by the personnel of the charging station operators).
5. The electric vehicle that is charged at a charging station and the tools to be provided by you (including, for example, any power converters, adapters or cables), shall be fit for their purpose, compatible for the connection with the charging station and satisfy the applicable legal provisions. Weev is not liable towards you in case the defect or damage is caused by a defect in the electric vehicle and/or the used tools, except when such liability arises directly from negligence, gross negligence or willful misconduct of Weev or its legal representatives or vicarious agents.

5. Charging Stations

1. You can start a charging process at the charging stations that are available through the Service by using a mobile application or a charging key, or by scanning a QR code available at the charging station. The availability of charging stations is subject to change.
2. Charging stations that are available through the Service are operated by charging station operators who are responsible for (i) ensuring the operation and maintenance of their charging stations; and (ii) providing accurate information in respect of their charging stations. Weev cannot guarantee the functionality or availability of the charging stations or the accuracy of such information. Weev will, however, act with due care in compiling and showing the relevant information about the charging stations in the Service.
3. The payment function of the application, as well as the charging key, operates only within the Weev network.

6. Billing and Payment

1. The invoiced amount is immediately due for payment billed per each individual charging process directly after it has been completed.

2. For business fleet customers, the billing of the charging processes activated within a calendar month takes place at the beginning of the following month (subject to credit approval and acceptance).
3. Weev sends invoices to you by email. All already issued invoices are also accessible in your user account within the Service.
4. You can obtain information regarding standing balance from the current month that has not yet been invoiced by logging into your account.

7. Notification Obligations

1. You are obligated to immediately notify Weev if you believe that your account or the charging key has been used by an unauthorized person or in an unauthorized manner.
2. In the event of the loss of your charging key or the mobile phone on which the application operated by Weev has been installed, you shall immediately notify Weev. If you do not give such notification and the charging key or the mobile phone in question remains in illegitimate use, Weev reserves the right to claim incurred losses as a damage from you in accordance with statutory law. For the sake of clarity, this clause does not constitute additional claims for damages against you as a consumer, but only reserves the right to claim damages under statutory law.
3. Weev will block the charging key following receipt of notification of its loss or theft and such blocked charging key cannot be reactivated. You will however be able to place an order for a new charging key with Weev, according to the then applicable terms and conditions.

8. Liability

Weev is liable for deliberate or negligent violations of life, body or health, as well as for other damages, insofar as they result from a violation of essential contractual obligations, or from deliberate or grossly negligent actions by Weev, its legal representatives or its vicarious agents. In the case of a slightly negligent violation of an essential contractual obligation, Weev is liable for the foreseeable damage, which will typically arise under this type of contract. Essential contractual obligations are obligations, whose fulfilment will enable the due performance under the contract or on whose fulfilment you relied and could reasonably rely. Weev shall not be liable for any other damages.

9. Force Majeure

Weev is not liable hereunder to you for any delay or non-performance of its obligations in the event such delay or non-performance is due to official action, change in law, war, sabotage, failure or delay in delivery, irregularities in the supply of electricity, telephone connections or other traffic and communications connections and transportation, strike, boycott, pandemic, epidemic or other similar circumstances beyond the control of Weev. The aforementioned also applies if Weev is the subject of a strike, boycott and/or blockade.

10. Termination

You may terminate your account at any moment if you no longer wish to use the Service. After termination, you will no longer have access to the Service. After providing you with a warning, Weev may terminate your account or restrict access to certain parts of the Service if you have breached these Terms of Use.

The termination does not affect existing claims with respect to the charging processes that have previously taken place.

11. Amendments

1. The parties can amend these Terms of Use by mutual consent. The parties are aware that the electric vehicle charging sector is rapidly developing and changing.
2. If Weev intends to amend these Terms of Use, Weev shall offer the amendments to you in text form no later than two (2) months before the proposed effective date of such amendments. You can consent to the offered amendments or reject them by expressing disapproval before the proposed effective date. If you do not express disapproval of the offered amendments before the proposed effective date, your consent to the amendments shall be deemed given and the amendments shall enter into force upon the proposed effective date, provided that:
 - a. Weev has made the offer to you in text form and no later than two (2) months before the proposed effective date of the amendment;
 - b. the proposed amendments neither affect the material contractual obligations, including type and scope of the contractually agreed obligations, such as goods to be delivered, services to be provided and applicable prices, nor the term of the agreement (including the provisions on termination); and
 - c. the proposed amendments are necessary to:
 - i. adapt the Terms of Use for developments which were not foreseeable at the time of the conclusion of the contract, Weev did not cause and cannot influence, and would disturb the balance of the contractual relationship to an extent that is not insignificant (e.g., in connection with the technical characteristics of the public electricity infrastructure, internet infrastructure or communication infrastructure needed to operate the charging process); or
 - ii. overcome a gap in the contractual relationship occurring after the conclusion of the contract (e.g., if one or more provisions of these Terms of Use are declared ineffective, invalid or impermissible by a court) that causes not inconsiderable difficulties to the practical supply of the services to you, or renders the provision of services non-compliant with any statutory requirements.
3. Weev shall, together with the offer of the amendment under paragraph (2), explicitly draw your attention to your right to reject the proposed amendment and to the implications of your failure to reject the proposed amendment before the proposed date of effectiveness. If Weev fails to do so, the offered amendment will not enter into force, unless you explicitly consents.

12. Ordering of Charging Key

1. Weev may offer the ordering of charging keys through the Service. The price for the charging key, the payment formalities and estimated delivery times will be shown to you during the ordering process.

13. Data Protection

1. Weev or commissioned service providers collect, process and use data pertaining to you for the implementation of the contractual relationship pursuant to the provisions of the General Data Protection Regulation (2016/679) and other applicable national data protection legislation.
2. Unique identification number that is used to identify you, personal details and transactional details may be transferred to the operator of the charging station for the purpose of activating the charging stations, solving potential issues regarding the charging service and invoicing. Personal details, contact details and transactional details may also be transferred to the partners of Weev for the purpose of invoicing and customer service.
3. More information on Weev's processing of personal data can be found in Weev's Privacy Policy.
4. Weev may use non-personal data collected in the provision of the Service in order to (i) improve the Service and its other products and services, and (ii) share statistical information with its cooperation partners.