

Terms and Conditions

Welcome to the ChargeMeCar website. These Terms and Conditions ("Terms") govern your use of our website and outline the general terms under which we provide our API services. These Terms constitute a legal agreement between you ("Client", "you", "your") and ChargeMeCar.

1. ABOUT US

We are ChargeMeCar ("we", "us", "our"), a company registered in France. Our registered address is BUREAU 3 50 BOULEVARD STALINGRAD 06300 NICE.

- 1.1. To contact us, please email info@chargemecar.com
- 1.2. Our Privacy Policy and Cookie Policy apply to your use of our website and services and form an integral part of these Terms.

2. SCOPE OF THESE TERMS

These Terms apply to:

- 2.1. Your use of our website, including all content and resources provided.
- 2.2. The general business relationship between you and us, from your initial inquiry to the provision of our API services.
- 2.3. Please note that while these Terms set out the general framework of our business relationship, the specific details of your API access, including usage limits, service levels, and subscription fees, will be defined in a separate Contract or Service Agreement provided to you. In the event of any conflict between these Terms and a specific Contract, the terms of the Contract will prevail.

3. OUR SERVICES AND ENGAGEMENT PROCESS

- 3.1. We provide access to our API on a subscription basis across several plans. Our engagement process typically follows these steps:
- 3.2. Inquiry: You may inquire about our services or book a demonstration through our website.
- 3.3. Consultation: We will discuss your requirements via email, phone, or a scheduled meeting.
- 3.4. Proposal and Contract: We will provide you with a formal proposal and a Contract detailing your chosen subscription plan, fees, and other specific terms.
- 3.5. Instruction: You formally instruct us to proceed by signing the Contract.
- 3.6. Service Provision: We provide you with access to our API.
- 3.7. Payment: You make payment in accordance with the agreed subscription terms.

4. WEBSITE USE AND INTELLECTUAL PROPERTY

This website and its content (including text, graphics, logos, and code) are our copyrighted property. All rights are reserved. You are provided with access for your personal and non-commercial use only. You may not reproduce, distribute, or create derivative works from any part of this website without our prior written permission. You may use our website only for lawful purposes and must not disrupt any part of it.

5. WEBSITE RESOURCES AND CONTENT

The content on our website, including any resources, blog posts, or technical documentation, is provided by us in good faith on an "as is" basis for general information purposes only. It is not intended to constitute or substitute for professional or technical advice. We do not accept any liability or guarantee for the topicality, correctness, and completeness of the information provided. Liability claims against us related to material or non-material damages caused by the use or non-use of the information provided are fundamentally excluded, provided there is no demonstrable intentional or grossly negligent fault on our part. We expressly reserve the right to

Terms and Conditions

change, supplement, or delete parts of the pages or the entire website and its contents without separate announcement.

6. API LICENSE AND USE

Upon execution of a Contract, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use our API strictly in accordance with your subscription plan and the terms of your Contract. You agree not to use the API for any purpose that is unlawful or prohibited by these Terms or your Contract.

7. CLIENT OBLIGATIONS AND DATA PRIVACY

7.1. Data Privacy: When you use our API, you are the Data Controller for any personal data you process through our services. You warrant that your collection and use of such data comply with all applicable data protection laws, including the GDPR. You are responsible for providing the necessary notices and obtaining the required consents from your end-users. Our role is strictly that of a Data Processor, acting on your instructions. Our obligations as a processor are detailed in our Privacy Policy and your specific Contract.

7.2. Cooperation: You agree to cooperate with us in all matters relating to the services. This includes providing prompt and accurate information as may be reasonably required by us to set up and maintain your API access.

8. FEES AND PAYMENT

Fees for our API subscription services will be detailed in your specific Contract. Subscription fees are billed in advance on a recurring basis (e.g., monthly or annually) as specified in your Contract. Payments are to be made via a secure third-party payment provider. We reserve the right to suspend or terminate API access for non-payment of fees.

9. TERM AND TERMINATION

These Terms become effective upon your first use of our website or services and remain in effect until terminated. Your subscription term and specific termination rights will be governed by your Contract. We may suspend or terminate your access to the API and services immediately if you breach these Terms or your Contract. Upon termination, your license to use the API will cease, and you must stop all use of the service.

10. WARRANTIES AND LIMITATION OF LIABILITY

10.1. We warrant that we will provide our API services with reasonable care and skill. Our services and website content are otherwise provided on an "as is" basis.

10.2. Except as expressly stated in a Contract, we disclaim all other warranties. Our total liability to you, whether in contract, tort (including negligence), or otherwise, arising in connection with our services or these Terms, shall be limited to the total fees paid by you for the API subscription in the twelve (12) months preceding the event giving rise to the claim. We are not liable for any indirect or consequential loss, such as loss of profits, business, or data.

10.3. Nothing in these Terms shall limit or exclude our liability for matters where liability cannot be legally excluded under French law.

11. CONFIDENTIALITY

Both parties agree to keep confidential all non-public information concerning the business, affairs, or technology of the other party that may be obtained during our engagement. Neither party shall use the other's confidential information for any purpose other than to perform its obligations under our agreement.

Terms and Conditions

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, or governmental action.

13. OTHER IMPORTANT TERMS

- 13.1. Entire Agreement: These Terms, along with any specific Contract, our Privacy Policy, and our Cookie Policy, constitute the entire agreement between us and supersede all previous agreements.
- 13.2. Transfer: We may transfer our rights and obligations under these Terms to another organization. You may only transfer your rights or obligations if we agree in writing.
- 13.3. Waiver: If we fail to insist that you perform any of your obligations, it will not mean that we have waived our rights against you. Any waiver must be provided in writing.
- 13.4. Alternative Dispute Resolution: In the event of any dispute, the parties agree to first enter into good faith discussions to resolve the matter amicably. If a resolution cannot be reached within thirty (30) days, the parties agree to attempt to settle the dispute by mediation before commencing any litigation. If the dispute is not settled by mediation within sixty (60) days of the commencement of the mediation, each party irrevocably agrees that the courts of Paris, France shall have exclusive jurisdiction to settle any dispute or claim.
- 13.5. Severability: Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6. Governing Law and Jurisdiction: These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of France.