

Terms of Use

Last revised: March, 13th 2023

Welcome to goCharge.tech!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES.

These Terms of Use are entered into between you (hereinafter referred to as “you” or “your”) and us (as defined below) telling you the rules for using our Services.

By using our Services, in any possible way, you fully agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “Terms”).

Please be aware that accessing or using any services accessible through external links displayed on the Website are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party’s services.

Accessing and using in any way our Services available on the Platform you fully acknowledge to be bounded by these Terms. Any reference to our Services also applies to your use of the Platform.

If you do not accept these Terms, do not access our Platform and/or its Services. These Terms constitute a legal agreement and create a binding contract between you and us.

1. Who we are, what we do and how to contact us

“**GoChargeTech**” is the commercial name of the company Mobility Software Labs S.R.L., a Romanian limited liability company registered in Iasi under the unique number: 46411977.

Inspired by our passion for modern, swift and efficient development of software products – with a special focus on web development, we have decided to be a part

of the future and the innovative Web 3.0 technology. Our goal is to create the biggest decentralized network of IoT devices like power bank sharing stations and EV chargers.

Our Website is a beta technical infrastructure which must be seen only as an online beta tool for presenting and pre-testing (if applicable) our Services. We offer no guarantee or assurance of the function ability of the Website and/or its Services.

GoChargeTech does not commit and shall not be liable for any failure to support, display or offer any of the features available within the Website, especially but not limited to the situation in which a damage is caused by the action of a third party.

To contact us, please email: contact@gocharge.tech

2. Definitions (a-z)

“Additional Terms” refers to all additional rules, terms and conditions displayed on the Platform which indicates, clarifies and exactly determines the specifications of CHARGED Token, airdrops, other Benefits/features described therein.

”Authority” means any statutory governmental, judicial or other authority or any of them or any of their authorized representatives;

“Blockchain” is a system of recording information, in a way that makes it difficult or impossible to change, hack, or cheat the registered data and the system, in general using cryptography and being duplicated and distributed across the entire network of computer connected on the blockchain;

“Benefits” refers to the potential use cases or advantages related to the items or services offered by GoChargeTech or by a third party which decides to integrate the CHARGED Tokens, under and limited to the terms and condition applicable to those items/services;

“Calendar Year” refers to a period of 12 month starting from 1st January of each year;

”Cases of force majeure” represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;

"Elrond Gold (eGLD)" represents the Cryptocurrency issued by **"MultiversX"** and which will be used as a means of payment;

"GoChargeTech Tokens or CHARGED" means the ESDT Tokens (Cryptocurrency) issued by **GoChargeTech** using the MultiversX blockchain infrastructure;

"Gas fee" refers to the fees charged by the blockchain infrastructure for performing and validating a transaction; generally, fees are charged in the cryptocurrency used by each blockchain for performing transactions;

"GoChargeTech" means the company or group of companies which are developing the goCharge ecosystem, including the owner and the administrator of the Website, the software development company, the token issuer and administrator;

"GoChargeTech Technical Partners (GTP)" means the service providers used to offer different features to our users, in connection with the Website or in connection with the CHARGED Tokens and/or other cryptocurrencies;

"MultiversX" represents the founder and the owner of the Blockchain infrastructure used for the generating the "CHARGED" Token;

"MultiversX Buyer's Address" represents the Public Address of the Buyer's Wallet: (i) from which Buyers can send the equivalent (in eGLD) of the Price established for each NFT and (ii) in which the Buyers will receive the purchased NFT;

"Private Key" means the sequence of characters associated with a Cryptocurrency Wallet required to perform any operation with respect to the cryptocurrency therein. The Private Key offers the holder unlimited access to the Cryptocurrency Wallet (including to its contents). The Private Key is known only to the Buyer and must never be disclosed to any another person;

"Public Address" means the sequence of characters (letters and numbers) that identifies a Cryptocurrency Wallet, respectively the address to which a Cryptocurrency can be sent for depositing it to the corresponding Wallet;

"User" any natural or legal person who decided to use our Services;

"Services" refers to all features, functionalities, utilities, use cases and actions, of any kind, available exclusively on the Website and WebApps;

"Visitor" means any person who accesses the Website without being registered;

3. General provisions

GoChargeTech IS A SERVICE PROVIDER.

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE. ANY REFERENCE TO INVESTMENTS DISPLAYED ON THE WEBSITE IS MENTIONED ONLY FOR INFORMATIVE PURPOSES.

We do not provide investment or consulting advice of any kind and are not responsible for the use or interpretation of information available on the Platform (regardless the uploader) or any other communication method.

All our Services are available only to persons who are in full civil capacity according to their national regulation. The Platform only has a presentation purpose and does not guarantee the Services' (including the content of the Platform) accuracy, applicability, reliability, integrity, performance, or appropriateness. **GoChargeTech** or its affiliates shall not be liable for any loss or damage that may be caused directly or indirectly by your use of these Services.

Any approximation, value or estimation available on the Website is pure for informative or explanation purposes and does not constitute a promise or guarantee.

All users **MUST UNDERSTAND AND ASSUME** the risks associated with the use (regardless the method) of Cryptocurrencies/Digital Assets, and it is recommended to exercise a high level of prudence and responsibly assume decisions within their own capabilities, on their own risk.

PLEASE TAKE INTO CONSIDERATION THAT THE VALUE OF THE CHARGED TOKENS AND ANY OTHER CRYPTOCURRENCY ON THE OPEN MARKET MAY CHANGE BY +/- 100% EVERY SECOND BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

ALL THE EGLD/CHARGED PRICES AND USD CONVERSIONS AVAILABLE ON THE PLATFORM REPRESENT THE MARKET VALUE AT THE DATE OF POSTING SUCH INFORMATION ON THE PLATFORM. GOCHARGETECH OR ITS PARTNERS/AFFILIATES ARE NOT RESPONSIBLE FOR ANY MARKET VALUE CHANGES BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

4. The Website's functionality

In some unfortunate cases or for maintenance purposes, it will be necessary and we may need to suspend or withdraw the Website for an undefined period of time.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted.

We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

We will try to give you reasonable notice of any suspension or withdrawal, if possible.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

5. The Platform's functionality

Sometimes it will be necessary and we may need to suspend or withdraw the Platform.

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

6. Prohibition of Use and Commitments

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use our Platform. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Platform.

By accessing and using our Services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as Afghanistan, Angola, Belarus, Bosnia & Herzegovina, Burkina Faso; Burundi, Cayman Islands, Central African Republic, Republic of China, Congo (DRC), Côte d'Ivoire, Cuba, Colombia, Ecuador, Egypt, Eritrea, Ethiopia, Guinea, Guinea Bissau, Guyana, Haiti, Iran, Iraq, Kosovo, Laos, Lebanon, Liberia, Libya, Macedonia, Maldives, Mali, Morocco; Myanmar, Nigeria, North-Korea, Panama, Pakistan, Papua NG, Republic of Crimea, Russia; Serbia, Somalia, Sri Lanka, Senegal; Sudan, South Sudan, Syria, Trinidad and Tobago, Tunisia, Turkmenistan, Turkey; Uganda, Ukraine, United States of America, Uzbekistan, Vanuatu, Vietnam; Venezuela, Yemen, Zimbabwe).

We reserve the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of the Services in certain countries or regions.

7. Licensing

7.1. Subject to the fulfillment of the foregoing Terms, **GoChargeTech** grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use our Platform through your computer or Internet compatible devices for your personal/ internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding the Services should be stipulated in the discretion of **GoChargeTech**. We reserve all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our Services in any way not expressly authorized by these Terms.

7.2. To avoid any misunderstanding:

- These Terms only grant a limited license to access and use our Services. Therefore, you hereby agree that when you use our Services, we do not transfer our Services or the ownership, or intellectual property rights of any intellectual property to you or anyone else.
- all the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided as a part of our Services, are exclusively owned, controlled and/or licensed by **GoChargeTech** or its members, parent companies, licensors, affiliates.

7.3. **GoChargeTech** owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as “Feedback”) about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

8. CHARGED Token General Provisions

Each user understands and fully assumes that, (i) at the signing date of the SAFT, the CHARGED Tokens are not issued, (ii) after the issuing moment CHARGED tokens will have no intrinsic immediate utility, (iii) any third party, including the token issuer may try to establish partnerships with different technical infrastructures for implementing use cases for the CHARGED Token, such as accessing or acquiring services and features available on the website or any other third-party Website, (iv) **GoChargeTech** project does not assume and guarantee any value/specific functionality/utility of the token (v) **GoChargeTech** project is an independent party working to offer the best possible experience to the users of its services.

Buying/acquiring CHARGED Tokens do not involve the purchase of shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction, including but not limited to the Website.

CHARGED tokens are not qualified as financial instruments and are not similarly approved by any authority in the world. To avoid any misunderstanding, obtaining CHARGED Tokens do not offer to the buyer any right, including but not limited to any right to receive, exercise and, or request something in connection or from any company/ activity/revenues/ profits or any other right which can qualify it as security.

8. CHARGED Currency indicator

Any value displayed on the Website is only for reference purposes and under no circumstances shall be interpreted as a promise or that **GoChargeTech** Project is liable or responsible for that value.

We strongly recommend you not to rely on any value indicated in the Website or the Marketplace, and you should do your own calculation to have an accurate representation of your asset's value.

9. GoChargeTech Technical Partners (GTP)

Sometimes **GoChargeTech** Services may be available through **GoChargeTech** Technical Partners (GTP)'s websites or independent third-party websites, situations in which their specific rules, restrictions or terms & conditions will be fully applicable for those features.

Services may contain links to third-party websites or services that are not owned or controlled by GoChargeTech. Additionally, the Services may allow you to interact directly with services provided by third parties without leaving our Website.

GoChargeTech shall not be liable for the actions, inactions, or any activity performed by any GTP's or third party who decided to use/integrate **GoChargeTech** Services or CHARGED Tokens.

GoChargeTech has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the **GoChargeTech** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

We reserve the right to terminate or suspend access to these third-party services immediately, without prior notice or liability, for any reason whatsoever.

Under no circumstances should **GoChargeTech** be considered liable or a party to any business relationship/ Agreement concluded between any person and the GTP/third party providing services in connection with **GoChargeTech** Services or CHARGED Tokens, even those services, the GTP/third party is promoted or displayed on the Website.

10. Campaigns

GoChargeTech may propose or accept to organize different Campaigns for different purposes, such as marketing Campaigns (Giveaways, Airdrops, Bounty) or economic Campaigns for supporting the integrity of the ecosystem's economy (Locking token Campaigns).

Campaigns may be directly organized through the Website, where those Terms and other specific Policies will be applicable, or through third party's services, where the Campaigns will be fully governed by their terms & conditions.

GoChargeTech is not responsible for any Campaign which is not directly and fully performed on the Website's domain, even if those Campaigns are displayed on the

Website or can be accessed through external links/hyperlinks available on the Website.

All announcements and/or banners available on the Website are only for marketing purposes, so please follow the service provider's web page to discover all the terms and conditions of the Campaign.

GoChargeTech does not warrant or assume any liability in connection with the service provider's actions, promises, content and services.

11. Do not rely on information on our site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content published on the Website.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on our Website is accurate, complete, or up to date.

Under no circumstances, should Ads, articles, or any other advertisement available on the Website be construed as a **GoChargeTech's** mandatory bid (business offer).

All information available on the Website should be interpreted as a commercial presentation.

Please note that different rules and policies may be applicable for each feature or even for the same future if it is provided by different third parties/LLP.

12. Verifications

To comply with all applicable regulations, in some cases, **GoChargeTech** may need to verify the User's identity for using specific Services, if necessary.

You agree and **GoChargeTech** may require Users, in its discretion, to prove their identity by providing the personal information or documents such as, but not limited to national ID, passport, driving license, live video, proof of funds, proof of residence (utility bill) and so on.

For example, that information is mandatory in order to verify Users' identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes.

When providing the required information, you confirm it is true and accurate.

When applicable, all personal data will be collected, used, and shared in accordance

with the Privacy Policy displayed in the corresponding section of the Website.

During the analysis or in case of failing to comply with **GoChargeTech**'s request necessary to verify the user's identity and the source of funds, (if applicable) **GoChargeTech** is entitled to block your access to our Services or assets (if applicable) until it is satisfied with the information you have provided and determine in its sole discretion that it is sufficient to validate your KYC/AML procedure.

In the meantime, you will not be allowed to perform any action in connection with you, Services or assets (if applicable) or to request the deletion of the Personal Data processed during verification operations.

IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED, OR INCOMPLETE, **GOCHARGETECH** RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF **GOCHARGETECH** SERVICES WE PROVIDE FOR YOU. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO **GOCHARGETECH** DURING YOUR USE OF OUR SERVICES.

In case **GoChargeTech** will decide to block your activity, all your assets will be administered in accordance with the applicable laws.

13. Wallet and Assets

You are responsible for all activity that happens on or through ANY of your Wallets/accounts, even those in which accounts (of any kind) are stored CHARGED Tokens or the other Cryptocurrencies.

GoChargeTech cannot take any action (such as, but not limited to transfer, undo a transfer, recover access, and so on) in connection with any account/wallet in which you store CHARGED Tokens.

Considering the aspects mentioned above, you agree that you are the only one responsible for:

- setting up and keeping your all your credentials confidential;
- accessing and using the selected recovery method/the supplementary security measures;
- any action or transfer you or any other person performs in connection with your assets/accounts;

Any action on the Website, is considered to have been made by you and irrevocable once performed. You are required to notify **GoChargeTech** immediately of any unauthorized use of your device which was used to access the Website, or any other breach of security, by email to contact@gocharge.tech.

You are solely responsible for keeping your accounts/wallets and devices safe.

GoChargeTech assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account and/or credentials, including but not limited to access caused by information disclosure, hacking, information release, phishing, phishing, and so on.

14. Restrictions

By using our Services, you firmly assume to:

- fully comply with the requirements of applicable laws and regulations and these Terms.
- not violate Users' rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Services;
- not use our Platform's features for any purpose which is not listed in these Terms without the Platform's prior written consent;
- not influence in any way the Platform's services trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
- not use any mechanisms such as but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through our Services;
- not attempt in any way to access any part or function of the properties/features without authorization, or connect to our Services or any **GoChargeTech**

infrastructure (servers or any other systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;

- not try to identify any vulnerability of the Platform (including the third party integrated), or violate any security or authentication measures;
- not try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other Users or visitors the Platform;
- not take any method that causes the platform to slow down;
- not use any devices, software or any other function which may alter or interfere with the proper functioning of the platform, as it was established by **GoChargeTech**;
- not to use any of the features available on the Platform in an illegal way.

You expressly empower **GoChargeTech** to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- blocking the possibility to access the Platform, to continue/further use the Platform;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations;

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved;
- access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

15. Indemnification

You agree to indemnify and hold harmless **GoChargeTech**, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, our Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of our Services. If you are obligated to indemnify us, our affiliates, contractors, licensors, and their respective directors, officers, employees or agents

pursuant to these Terms, **GoChargeTech** will have the right, in its sole discretion, to control any action or proceeding and to determine whether **GoChargeTech** wishes to settle, and if so, on what terms.

16. Warranty and Disclaimers

To the fullest extent permitted by applicable law, we, along with our parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors and distributors (collectively **GoChargeTech** entities) do not make any representations, promises, or warranties, express or implied, about the services. We provide our Services “as-is,” “with all faults,” and “as available.” Your use of the Services, including our content within the Services (and excluding the content posted by Users), is at your own risk and we do not represent, promise, or warrant that the Services will be uninterrupted, timely, secure, or error-free or will offer you any benefit of any kind.

You understand and agree that no data transmission over the internet or information storage technology can be guaranteed to be secure, and we expressly disclaim any warranties, express or implied, to that effect, including but not limited to those such as: the transfer of any kind of funds/value.

We make no commitments, promises or warranties about the content of the Services or content linked from the services, the support we provide for the Services, the specific functions of the Services, the security of the Services, or the Services’ reliability, quality, accuracy, availability, or ability to meet your needs, provide certain outputs or achieve certain results.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS (COLLECTIVELY **GoChargeTech** ENTITIES) DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE CHARGED TOKENS (INCLUDING THEIR VALUE), THE SERVICES, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY, ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE CHARGED TOKENS, THE SERVICES, THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY AND NOT ON THE INFORMATION AVAILABLE ON THE WEBSITE.

Some jurisdictions provide for certain implied warranties, such as the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the fullest extent permitted by applicable law, we disclaim any and all implied or express promises or warranties about the services.

17. Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT BND WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES AVAILABLE ON THE PLATFORM/CHARGED TOKEN, REGARDLESS THE WAY OF USE.

GoChargeTech IS NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA AND FUNDS MAINTAINED OR TRANSMITTED BY/THROUGH THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ORDER/BENEFITS; YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS; FAILURE OF ANY THIRD PARTY TO OFFER THE INDICATED, SUGGESTED, PROPOSED OR PROMISED BENEFITS.

GoChargeTech WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND WHICH MAY RISE DIRECT OR INDIRECT FROM OR IN CONNECTION OF ANY DECISION THAT YOU PERFORM AFTER READING AND/OR INTERACTING IN ANY POSSIBLE WAY WITH THE NFTs, THE PLATFORM'S SERVICES OR WITH THE PLATFORM ITSELF SUCH AS BUT NOT LIMITED TO: THE DECISION TO BUY NFTs, THE TRANSFER OF FUNDS OR TO ENTER INTO ANY AGREEMENT OF ANY KIND WITH ANY PARTY THROUGH THE PLATFORM'S SERVICES.

GoChargeTech WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED IN THESE TERMS, **GoChargeTech** IS NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

18. There are other terms that may apply to you

We don't charge you to use **GoChargeTech** or the other products and Services covered by these Terms. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our Services, you agree that we can show you ads that we think will be relevant to you and your interests.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

19. Intellectual Property of the content uploaded on the Platform

Our Platform may display some content that we did not create and do not own, and which is mentioned only for informative and explanation purposes.

20. We may make changes to our site

GoChargeTech reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the Terms on our website and modifying the [Last revised] date displayed on this page.

Any and all modifications or changes to these terms will become effective upon publication on the website or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Platform and the Services following the posting of the NEW Terms signifies that you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any questions regarding or in connection with the information mentioned in these Terms, please do not hesitate to directly contact us.

21. We may transfer this agreement to someone else

The transfer of rights and obligations arising from these Terms and/ or the use of the Platform is subject to our prior written consent.

You expressly agree that **GoChargeTech** may unilaterally transfer all rights and obligations that may result from these Terms and use of the platform without the consent of users.

22. How you may use material on our site

We are the owner or the licensee of all intellectual property rights of our Platform, and materials published on it by us. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

23. Do not rely on information on our site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content published on the Platform.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on our Platform is accurate, complete or up to date.

24. We are not responsible for websites we link to

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

25. How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on contact@gocharge.tech.

26. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offense under the regulation which governs **GoChargeTech** 's activity. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

27. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact us at contact@gocharge.tech.

28. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Romanian law. You and we both agree that the courts of Romania will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Romanian law. We both agree to the exclusive jurisdiction of the courts of Romania.