

Effective Date:

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES. By accessing and/or using our Services, you agree to be bound by this Agreement. If you do not agree to this Agreement and the conditions of use stated herein, do not use the Services.

This Agreement contains important information regarding your rights with respect to the Platform and the Service, including your relationship with us. Please read this Agreement carefully, and review this Agreement regularly.

WeCharge provides a power bank sharing service ("Service") and facilitates the temporary rental of portable chargers ("Chargers") from Power Bank stations ("Stations") at various locations („Location“). This service extends to our website wechargers.com ("Website") and the WeCharge application for mobile devices ("WeCharge App"), compatible with operating systems such as IOS, Android, and/or Windows Mobile. The Website and the WeCharge Power App are collectively referred to as the "Platform".

In consideration of Your use of any of the Services provided by WeCharge or any other parent company, subsidiary and affiliated entity (Wecharge) doing business as or any other commercial name that may be used from time to time („We“, „Us“, „Our“, „WeCharge“), requires that You („The Consumer“, „User“, „You“, or „Your“) (acting for all of User's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this agreement („Agreement“).

This Agreement, along with all updates, supplements, additional terms, the Privacy Policy, Usage Policy, and all rules available on the Platform, collectively constitutes the integral terms of this Agreement.

Furthermore, we retain the right to amend this Agreement, Privacy Policy, and Usage Policy at any time, with changes taking effect upon being posted on the Platform. Each use of the Platform binds you to the then-current version of the Agreement. By continuing to use the Platform or Service after any modification, you acknowledge and agree to be bound by the terms of the current version as modified.

ARTICLE 1

USER REGISTRATION

1.1. Registration. The Consumer is obligated to register on the Platform through mobile phone verification or another specified procedure to become a user. Upon successful completion of the user registration process, you may initiate the use of the Service through the Platform in accordance with this Agreement.

1.2. Accurate Registration Data. To ensure accurate Registration Data, you must provide truthful, precise, current, and comprehensive information about yourself when registering, signing in, or subscribing ("Registration Data").

1.3. Update Registration Data. You will maintain and promptly update the Registration Data to ensure it remains true, accurate, current, and complete. If you provide false, inaccurate, outdated, or incomplete information, or if WeCharge has reasonable grounds to suspect such inaccuracies, WeCharge reserves the right to suspend or terminate your account. In such cases, WeCharge may refuse any current or future use of the Services.

1.4. Personalized WeCharge Account. Your user account is personal, and only the Consumer's registered phone number can be used. Transferring the account or allowing others to use the service is prohibited.

1.5. Security of Password and Account. You are responsible for maintaining the security and confidentiality of your password and account. Additionally, you are accountable for all activities conducted under your account. Do not share your account information, username, or password with any third party, and do not allow any third party to access the services using your account information. Promptly notify WeCharge of any unauthorized use of your account or any security breach you become aware of.

1.6. Exclusive User. You are exclusive user, and WeCharge and you are the sole parties bound by this Agreement. The user is the lone renter and bears exclusive responsibility for adhering to all stipulations outlined herein. It is understood that when you rent a Charger from the location, the Charger is to be used exclusively by you. If you permit others to utilize a Charger activated from the location, such usage must comply with these terms and conditions. You are solely accountable for enforcing these conditions on the person to whom you grant permission to use the Charger.

1.7. Access Control. We retain the right to suspend, deny, or revoke your access to your account, the platform, and/or the service at any time and at our sole discretion, without any prior notification.

ARTICLE 2

GENERAL RENTAL AND USE OF CHARGER

2.1. Using Charger. After registration, users are required to make a payment to access and use our service. By clicking "scan a station" in the App, users can scan the QR code on the station, and the Charger will be released. Before using a Charger, you must carefully inspect it for any damage, including, but not limited to, cable presence, cable condition, charger level functionality, etc.

2.2. Ownership and Usage Guidelines for Charger. The Charger remains the exclusive property of WeCharge. Users agree not to dismantle, modify, repair, deface, or otherwise alter the Charger or any WeCharge equipment. Writing, peeling, or defacing any stickers on the Charger is prohibited. Commercial use without express written permission is not allowed. Services are to be used solely for their intended purpose. Unauthorized tampering or access attempts are strictly prohibited, as outlined in this Agreement.

2.3. Liability. The User must return the Charger in the same condition, excluding normal wear. During the rental period, the User has sole custody of the rented Charger and is responsible for any consequences, claims, losses, damages, injuries, costs, or expenses related to the Charger. The User is liable for fines, fees, penalties, or charges resulting from improper utilization or violation of laws. Any attempt to recharge the Charger through unauthorized means is the User's sole responsibility, and WeCharge is not liable for any resulting consequences, whether financial or physical.

2.4. Charger Return Policy. Chargers must be returned in the same condition as rented. In case of damage, loss, or theft, the user is responsible for a loss fee. The rental period concludes by returning the Charger to a station, automatically ending the rental in the App.

2.5. WeCharge Operating Hours and Charger Availability. Users must adhere to specified maximum rental time limits for Chargers, and availability is not guaranteed due to limited quantities. Additionally, 24/7 availability cannot be guaranteed due to unforeseen events. Charger availability is contingent on periodic charging, and users commit to using Chargers safely, following all associated limitations.

2.6. Maximum Rental Period and Charges. The maximum rental period for the charger is 14 days. The user will incur the rental fee for the initial 14 days. Failure to return the charger within the specified rental period will result in it being considered lost or purchased by the user at a cost of 40.00 USD (referred to as the "Loss Fee"). Platform-generated data stands as conclusive evidence of the user's WeCharge usage period.

2.7. Promo Code Policy. Promo codes (discounts) are redeemable exclusively through the WeCharge application. WeCharge reserves the right to modify or cancel discounts at any time. Discounts are non-transferable and may not be resold.

ARTICLE 3

REPRESENTAION AND WARRANTIES

The user affirms and declares the following:

3.1. Confirmation of Age and Capacity. You affirm that you are 18 years of age or older, possess the necessary mental and legal capacity to enter into this Agreement, and are fully able and competent to fulfill the terms, conditions, and obligations herein.

3.2. Safe and Prudent Charger Use. Users commit to using the charger in a safe and prudent manner, considering their electrical nature and adhering to all restrictions and requirements related to the technical operation of WeCharge.

3.3. Charger Protection. Users agree not to damage or impede the use of the charger by others, including actions such as damaging, vandalizing, extinguishing, or concealing the charger, or any other activities that interfere with others' use of the charger.

3.4. Acknowledgment of Agreement Terms. By using the Service, you acknowledge that you have read, understood, and agreed to abide by the terms of this Agreement.

3.5. Compliance with Laws. Your use of the Service must not breach any applicable law or regulation.

3.6. Continued Compliance with Laws. Your utilization of the Services should comply and will continue to comply with all relevant laws.

3.7. Personal User Account. The user account established after the registration process is personal, and you may not use a phone number registered with anyone other than yourself for your account.

3.8. Commencement of Service Use. Following the successful completion of the user registration process, you may commence using the Service through the Platform in accordance with this Agreement.

3.9. Warranty of Content Accuracy. You warrant that any content you submit or share is accurate, not misleading, and does not infringe on the intellectual property rights of others.

3.10. Reporting Incidents. You will report any accident, damage, personal injury, or stolen or lost WeCharge charger as soon as possible to **Help.Wecharge@gmail.com**. In case of incidents involving personal injury, property damage, or a stolen charger, you shall report the incident to WeCharge within 24 hours.

3.11. Prompt Reporting of Issues. You undertake to promptly inform the Platform of any issues, errors, or malfunctions encountered while using the Service

ARTICLE 4

PRICE FOR USE OF SERVICE AND PAYMENT

Pricing and Payment Scheme.

4.1. The payment scheme. For using the Services and the most recent hourly and daily Charger rental pricing are available in the WeCharge App.

4.2. Valid Payment Method. To register for the Services, the user must provide WeCharge with a valid payment method accepted by WeCharge for rental purposes. Eligible payment methods include Visa, Mastercard, any debit card, or Apple Pay.

4.3. Currency. Prices may be quoted in United States dollars or GEL, but you will not incur additional fees if WeCharge needs to convert your payment into USD.

4.4. Ensuring Seamless Transactions with WeCharge. The initial step to use the WeCharge service is payment. If the required charge cannot be deducted from your card due to insufficient funds, a blocked card, or other reasons, utilizing the WeCharge service becomes impossible.

4.5. Pricing Change. Users acknowledge and agree that WeCharge reserves the right to unilaterally amend the prices in the app at any time or from time to time at its sole discretion. Pricing variations may occur based on the country.

ARTICLE 5

COPYRIGHT AND OWNERSHIP

5.1. Content Ownership. All content featured or displayed on the Services, including, but not limited to, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is the exclusive property of WeCharge, its licensors, vendors, agents, and/or its Content providers.

5.2. Intellectual Property Rights. All elements of the Services, including, but not limited to, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark, and other laws related to intellectual property rights.

5.3. Intended Use of Services. The Services may only be used for the intended purpose for which they are made available. Except as permitted by copyright law, users may not modify any materials, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works, transfer, or sell any information or work contained on the Services.

5.4. Copyrighted Material. Users are responsible for obtaining permission before reusing any copyrighted material available on the Services.

5.5. Compliance with Laws. Compliance with all applicable domestic and international laws, statutes, ordinances, and regulations regarding the use of the Services is required.

5.6. Exclusive Property. The Services, its Content, and all related rights remain the exclusive property of WeCharge unless otherwise expressly agreed. Users should not remove any copyright, trademark, or other proprietary notices from material found on the Services.

5.7. Software Ownership. All rights to the Services, including any updates or enhancements to the Software, any versions of it, their contents, and intellectual property belong to us (and our licensors, if applicable). This includes the text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork, and other content, as well as any other parts and components.

5.8. Ownership of Station/Charger. Station/Charger and other equipment (the "Technical Equipment") are the sole property of WeCharge.

ARTICLE 6

TRADEMARKS

6.1. Ownership of Trademarks. All trademarks, service marks, and trade names of WeCharge, including but not limited to WeCharge's name, corporate logo, the Services name, Services design, and any logos ("Marks"), are exclusively owned by WeCharge, its affiliates, partners, vendors, or licensors, and are protected by trademark and copyright laws.

6.2. Prohibited Use of Trademarks. You are strictly prohibited from using, copying, reproducing, republishing, uploading, posting, transmitting, distributing, or modifying WeCharge's trademarks in any manner, including in advertising or publicity related to the distribution of materials on the Services, without the prior written consent of WeCharge. Additionally, you may not use WeCharge's name or any language, pictures, or symbols that could imply endorsement in any written or oral advertising, presentation, brochure, newsletter, book, or other written material without prior written consent.

ARTICLE 7

ELECTRONIC SIGNATURES AND NOTICES

7.1. Electronic Signatures. Certain activities on the Platform may require you to make an electronic signature. You understand and accept that an electronic signature has the same legal rights and obligations as a physical signature.

7.2. Electronic Notices. If you have an Account with us, you agree that we may provide you any and all required notices electronically through your Account or other electronic means such as email, pop-up messages, or pushed messages on the Platform, in accordance with our Privacy Policy.

7.3. Contact Information. WeCharge may be contacted by emailing help.WeCharge@gmail.com or by mail at WeCharge LTD, Tbilisi, Georgia, Tel.: +599 800 815

ARTICLE 8

EMAIL COMMUNICATION AND OPT-OUT

8.1. Consent to Email Communication. By providing email addresses, the User agrees to be contacted by WeCharge. Even after account cancellation, the User may receive emails (except if opted out). To opt-out, email Help.WeCharge@gmail.com with the subject 'Opt-out.' Allow up to 30 days for processing. Users may also use other opt-out means provided by WeCharge on the app or website. Failure to opt-out immediately waives claims for unauthorized emails. Opting out of automated emails may still result in non-automated communications.

8.2. Consent to Text Messages/Emails. By providing Your telephone number(s)/email to WeCharge, you expressly agree to receive registration-related text messages/emails. Consent for automated marketing calls/texts is not a requirement for rentals or purchases.

ARTICLE 9

TERMINATION

9.1. Right to Terminate. You have the right to terminate the Agreement at any time upon notice to WeCharge. To terminate this Agreement, please send an email to the following address: Help.WeCharge@Gmail.com.

9.2. Termination by You. If You terminate the Agreement: (i) all rights granted to You will cease immediately; (ii) You shall discontinue any use of the respective Services and/or chargers; and/or (iii) You must pay WeCharge all amounts that are due and unpaid.

9.3. Termination by WeCharge. Upon cancellation, access to all Services will be lost. WeCharge reserves the right, with written notice (including email) or notice made in WeCharge App, to terminate this Agreement at any time, without providing a reason, and/or suspend your access to its Services.

ARTICLE 10

COMPLAINTS, SUPPORT

10.1. Complaints and Disputes. If you have any complaints, disputes, or encounter issues with the Charger, please promptly notify WeCharge via the Platform, email at Help.Wecharge@gmail.com, or call us at +599 800 815;

10.2. Support and Dispute Resolution. The App contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties will use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations, which will be a condition for either party initiating mediation, arbitration, or a lawsuit.

ARTICLE 11

CHOICE OF LAW AND JURISDICTION

11.1. Governing Law and Dispute Resolution. These General Terms and Conditions and The Travel Service Agreement are governed in all respects by Georgian law. We both agree that any dispute, claim, or other matter that arises between us out of or in connection with your Agreement will be dealt with by the Courts of Georgia only.

11.2. Legal Jurisdiction. Please be aware that Traveland, acting as an intermediary between various service providers and customers, is a Georgian company and operates under Georgian law.

ARTICLE 12

LIABILITY

12.1. Limitation of Liability. You expressly understand and agree that we shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages incurred by you, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute services, or other loss. The foregoing limitations on our liability shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

12.2. Cap on Liability. If the limitation of liability provision under applicable law is held invalid, in any case, our cumulative liability for all claims arising from or relating to the Services shall be a maximum of 50.00 US Dollars.

ARTICLE 13

FORCE MAJEURE

In no event will we be liable or responsible for any failure or delay when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake, or explosion, war, terrorism, invasion, riot, or other civil unrest, embargoes or blockades, a national or regional emergency, internet connection degradation, strikes, labor stoppages or slowdowns, or other industrial disturbances, the passage of a law, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications (including the deterioration of internet connection) or transportation.

ARTICLE 14

MODIFICATION CONTRACT TERMS

This Agreement represents the comprehensive and exclusive understanding between the Parties concerning its subject matter, superseding all prior agreements, whether written or oral. Due to the dynamic nature of the Services, WeCharge reserves the right to unilaterally amend this Agreement at any time, without providing notice to the User. The act of continuing to use WeCharge Services after notification implies agreement to all amendments. Users are advised to routinely review this Agreement to stay informed of changes. Whenever a modification takes place, WeCharge will communicate it through the Website. Pricing details on the Website take precedence over any pricing outlined in this Agreement.

ARTICLE 15

MISCELLANEOUS

15.1. Severability . If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.2. Entire agreement. These Terms of Use is the final, complete and exclusive agreement between you and us with respect to the subject matters hereof and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior Terms of Use).

15.3. No waiver of rights. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

15.4. Titles and interpretation. The clause titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

15.5. Independent contractor. Your relationship to us is that of an independent contractor, and neither party is an agent or partner of the other.