

Terms and Conditions

These Terms and Conditions ("Terms") govern access to and use of the GRØNINGEN software platform, including Spark and any related applications, dashboards, APIs, integrations, and services (collectively, the "Services"), provided by GRØNINGEN ApS, a company incorporated under the laws of Denmark ("GRØNINGEN", "we", "us", or "our").

By subscribing to, accessing, or using the Services, the customer ("Customer" or "CPO") agrees to be bound by these Terms.

1. Definitions

Active Socket means a charging socket enabled and available for use through the Services during a billing period.

CPO means a Charge Point Operator or other entity operating electric vehicle charging infrastructure and providing charging services to End Users.

Charging Station means any physical electric vehicle charging hardware owned, operated, or controlled by the CPO or third parties.

End User means any driver or user accessing charging services provided by a CPO through GRØNINGEN-enabled software.

Merchant of Record means the entity legally responsible for charging services, pricing, invoicing, and taxation toward End Users.

Services means GRØNINGEN's cloud-based software platform, including Spark, dashboards, mobile applications, APIs, integrations, analytics, payment facilitation, roaming connectivity, and related tools.

2. Scope and Territorial Use of Services

2.1 GRØNINGEN provides software-as-a-service only. The Services

enable CPOs to digitally configure, manage, monitor, and analyze charging infrastructure and to facilitate End User access and payments.

2.2 Depending on the applicable subscription tier, the Services may include:

- Charging configuration and monitoring
- Pricing and tariff configuration
- Payment collection facilitation
- Analytics, reporting, and data exports
- Fleet, access, and user management
- Roaming and interoperability integrations
- APIs and developer tools
- Mobile and web-based user interfaces

2.3 GRØNINGEN does not provide charging services, does not supply electricity, and does not control energy delivery, charging speed, charger uptime, metering accuracy, or physical charger operation.

2.4 The Services are intended for global use, excluding jurisdictions where use would violate applicable laws, payment regulations, export controls, or sanctions, including the People's Republic of China, Iran, North Korea, Syria, and other sanctioned territories, unless explicitly agreed in writing by GRØNINGEN.

3. Software-Only Role – No Hardware or Energy Supply

3.1 GRØNINGEN does not manufacture, sell, own, lease, install, operate, maintain, or control Charging Stations, electrical infrastructure, or energy supply.

3.2 The CPO is solely responsible for:

- Hardware installation, operation, and maintenance
- Electrical safety and regulatory compliance
- Charger uptime, availability, and performance
- Energy delivery and metering accuracy

3.3 Any reference to supported or compatible hardware relates solely to software interoperability and does not constitute certification, warranty, endorsement, or regulatory approval.

4. Pricing and Fees

4.1 Subscription Fees

Access to the Services is subject to subscription fees based on the number and type of Active Sockets managed through the Services:

- First active socket: free of charge
- Public sockets: €4 per socket per month (exclusive of VAT)
- Private sockets: €2 per socket per month (exclusive of VAT)

Subscription fees apply only to sockets active during the relevant billing period.

4.2 Transaction Fees

All credit card payment transactions processed through the Services incur a transaction fee of five percent (5%) (exclusive of VAT), plus any applicable third-party payment processing fees.

Transaction fees may be negotiated for high-volume CPOs subject to a separate written agreement.

4.3 Invoicing and Payment Terms

Subscription fees are invoiced in advance and payable within ten (10) days from the invoice date.

GRØNINGEN ApS or its designated affiliates may issue invoices for subscription, transaction, license, or other applicable fees.

GRØNINGEN reserves the right to suspend or restrict access to the Services for non-payment, legal compliance requirements, suspected fraud, security risks, or misuse of the platform.

5. Revenue Collection, Payments, and Payouts

5.1 Payment Collection Role

GRØNINGEN facilitates the collection of payments from End Users on behalf of the CPO for charging transactions processed through GRØNINGEN-enabled applications.

The CPO appoints GRØNINGEN as a limited payment collection agent solely for this purpose. GRØNINGEN does not obtain ownership of, nor any beneficial interest in, collected funds.

5.2 Merchant of Record and Taxes

The CPO acts as Merchant of Record and remains solely responsible for:

- End User pricing
- Determination, collection, reporting, and remittance of VAT, sales tax, and all other applicable taxes, duties, or levies
- Issuance of legally compliant invoices or receipts to End Users

5.3 Payment Services Disclaimer

GRØNINGEN is not a bank, escrow provider, electronic money institution, or regulated payment service provider. Payment processing and holding of funds are performed by licensed third-party payment service providers

and are subject to their terms and applicable financial regulations.

5.4 Holding of Funds

Collected payments may be temporarily held by GRØNINGEN's designated third-party payment service providers for settlement and payout purposes. Payout timelines may be affected by compliance checks, banking processes, public holidays, or third-party delays.

5.5 Payout Schedule

Net revenues (after deduction of transaction fees and applicable subscription fees) are paid out every two (2) weeks, unless otherwise agreed in writing.

5.6 Bank Charges

If the CPO uses a Wise account, GRØNINGEN transaction fees for payouts may be waived. The CPO remains responsible for any fees charged by its own bank or payment provider.

5.7 Reporting

GRØNINGEN provides transaction reports including transaction dates, gross and net amounts, and VAT or tax breakdowns where available.

6. Supported Hardware and Compatibility

6.1 The Services integrate with charging hardware solely at the software and communication protocol level (e.g. OCPP).

6.2 GRØNINGEN may approve or deny software compatibility with any hardware at its sole discretion.

6.3 Compatibility testing may be conducted at the CPO's request, and associated costs may be charged.

6.4 GRØNINGEN does not guarantee functionality when used with

unsupported, modified, or third-party hardware. Such use is entirely at the CPO's risk.

7. End Users and Consumer Relationships

7.1 End Users contract directly with the CPO for charging services.

7.2 GRØNINGEN has no contractual relationship with End Users and does not provide consumer-facing charging services.

7.3 GRØNINGEN does not set End User pricing, control charging sessions or energy delivery, or resolve charging performance disputes.

7.4 The CPO is solely responsible for handling End User complaints, claims, refunds, chargebacks, and disputes, including those arising under consumer protection laws.

8. Data Protection and Privacy

8.1 Each party shall comply with applicable data protection and privacy laws, including the GDPR where applicable.

8.2 Unless otherwise agreed in writing, the CPO acts as data controller for End User data, and GRØNINGEN acts as data processor.

8.3 Data processing shall be governed by a separate data processing agreement where required by law.

9. Intellectual Property

GRØNINGEN retains all intellectual property rights in and to the Services. The CPO is granted a limited, non-exclusive, non-transferable, non-sublicensable right to use the Services during the subscription term.

10. Availability and Support

GRØNINGEN aims to provide commercially reasonable availability of the Services but does not guarantee uninterrupted or error-free operation.

Any service level commitments must be agreed separately in writing.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, GRØNINGEN shall not be liable for charger downtime, energy delivery failures, hardware defects, electrical faults, physical injury, property damage, or any indirect, incidental, or consequential losses, including loss of revenue, profit, goodwill, or data.

11.2 GRØNINGEN's total aggregate liability arising out of or in connection with the Services shall not exceed the fees paid by the CPO to GRØNINGEN during the twelve (12) months preceding the event giving rise to the claim.

11.3 Nothing in these Terms excludes or limits liability for willful misconduct, gross negligence, fraud, or personal injury where such exclusion is prohibited by law.

12. Indemnification

The CPO shall indemnify, defend, and hold harmless GRØNINGEN from and against all claims, damages, losses, liabilities, costs, and expenses arising from:

- Charging services provided by the CPO
- Hardware operation or energy delivery
- End User pricing, invoicing, refunds, or billing disputes
- Breach of applicable laws or regulations by the CPO

13. Termination

13.1 Either party may terminate the Services in accordance with any applicable commercial agreement.

13.2 Upon termination, access to the Services will be disabled, subject to any agreed transition period.

13.3 Outstanding payment obligations and Sections relating to intellectual property, liability, indemnification, governing law, and dispute resolution shall survive termination.

14. Amendments

14.1 GRØNINGEN may amend these Terms by providing at least thirty (30) days' prior notice of material changes.

14.2 If the CPO does not agree to a material amendment, it may terminate the Services before the effective date.

14.3 Continued use of the Services after the effective date constitutes acceptance of the amended Terms.

15. Export Controls and Sanctions

The CPO represents and warrants that it is not subject to sanctions, embargoes, or export restrictions imposed by the European Union, United States (including OFAC), United Nations, or other applicable authorities, and that it will not use the Services in violation of such laws.

16. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, power failures, internet outages, strikes, governmental actions, war, pandemics, or failures of third-party service providers.

17. Governing Law, Language, and Jurisdiction

These Terms are governed by the laws of Denmark, excluding its conflict-of-law rules.

Any dispute arising out of or in connection with these Terms shall be

subject to the exclusive jurisdiction of the Danish courts.

These Terms are drafted in English. In the event of any translation, the English version shall prevail.

18. Contact Information

Grøningen ApS

Søvej 120

2791 Dragør, Denmark

CVR: 38230980

Email: BLN@GROENINGEN.ENERGY

Last updated: 01 August 2026