SERVICE TERMS AND CONDITIONS – Terms of Use

Bine POWER BANK SHARING

GENERAL

This Agreement creates binding legal obligations on you. If you do not agree to any of the terms of this Agreement, please do not access the Platforms, use any of the services offered through the Platforms or register an account for such services.

1.1 These terms and conditions constitute the agreement (“Agreement”) between you (“User”) and Bine Technology and our affiliates (“we,” “us,” or “Bine”) regarding your use of our Bine power bank sharing service (“Service”) in Estonia, and applies to our website https://www.Bine.life (“Website”) and to the Bine application for mobile devices (“Bine App”) using operating systems such as IOS, Android, and/or Windows Mobile (the Website and the Bine Power App are collectively called the “Platform”).

1.2 Your use of the Service is subject to this Agreement, our privacy policy (“Privacy Policy”) and power bank usage rules (“Usage Policy”), which are located on the Platform. You agree to accept our Usage Policy and Privacy Policy which constitute integral parts of this Agreement.

1.3 We reserve the right to modify the terms of this Agreement at any time. Such changes will become effective when we post the modified Agreement on the Platform. Each time you use the Platform or the Service, the then-current version of this Agreement will apply. If you use the Platform or the Service after a modification of this Agreement, you agree to be bound by the terms of this current version of the Agreement as modified.

1.4 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.

USER QUALIFICATION

You warrant and represent that:

(a) you are aged 16 years or over; and have the requisite mental and legal capacity to enter into this Agreement and use the Services.

(b) any information you submit to us when using the Service is accurate, complete, and current; and

(c) your use of the Service does not violate any applicable law or regulation.

USER REGISTRATION

3.1 You shall register with the Platform through mobile phone verification or other procedure to become a registered user on the Platform. You acknowledge and agree that the information you provide during the user registration process is accurate and complete, and you shall promptly notify us of any changes to the information.

3.2 The user account (“Account”) you create following the registration process shall be personal to you, and you may not use a phone number registered on anyone else than you for your account. You may not transfer your Account to anyone else, nor permit or assist others to use the Service through your Account, except for those individuals or businesses that have been expressly authorized by us to create accounts on behalf of their employers or customers.

3.3 After successfully completing the User registration process, you may start using the Service through the Platform in accordance with this Agreement.

3.4 We reserve 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. If you are suspended, or have been denied or had your access revoked you may lodge a User complaint in accordance with the procedures set out in this Agreement.

ACCOUNT SECURITY

4.1 You are responsible for the security of your Account including login information and password(s). Please ensure that you log out at the end of each session when using the Website and leave the Platform following the correct steps. If you disclose your Account information you may be responsible for any losses and consequences of such acts.

4.2 You shall be responsible for all the actions and results carried out under your Account (including, but not limited to, using Bine power banks (“Bine Batteries”), returning Bine Batteries, releasing information, disclosing information, opening your address book) whether the actions and results have caused any damage to yourself, us or a third party.

4.3 You must notify us via the Platform immediately if you become aware of any unauthorized use of your Account, or other situation that may cause theft or loss of your Account. Upon notice of unauthorized use we will temporarily lock your Account, but you acknowledge that doing so takes a reasonable amount of time, and it will not be immediate.

4.4 Your Account may only be used by you and may not be shared with any other person. You agree:

(a) to keep your Account details private at all times;

(b) to keep the login verification code to your Account safe and confidential;

(c) not to transfer any part of your Account (e.g., address book) to anyone else; and

(d) to comply with all applicable laws and the terms and conditions in this Agreement in connection with your Account.

4.5 You shall be responsible for all actions and transactions made through your Account unless you have closed it, or reported any misuse of your Account to us via the Platform.

4.6 We attach great importance to the protection of your personal information and information of other users. If you come into contact with any personal information or documents of any other user through your use of the Platform or communication with other users, you shall keep such information confidential and will not in any way disclose such to any other party.

USING THE SERVICE

5.1 Using Bine Batteries:

5.1.1. After registrations, users should add payment details to the app. By clicking “scan a station” in the App users can scan the QR code on the station and the battery will be automatically released.

5.1.2. Before you use a Bine battery, you must carefully inspect it for any damage, including, but not limited to, cable presence, cable condition, battery level functionality etc.

5.1.3. You you must promptly notify Bine of any problem or issue with the battery via the Bine App or customer service email: info@bine.life

5.1.4. Subject to this Agreement, if you proceed to use a Bine battery in circumstances where: (i) you have been advised or otherwise informed; (ii) it is visually apparent and/or (iii) your inspection indicates, that such Bine battery is damaged, defective or otherwise unsuitable to be used, you will be solely responsible, and we will not be responsible for any damage or injury to your body or property or the body or property of any third party arising from the use of such Bine battery.

5.1.5. You must use the Bine battery in a reasonable, considerate and lawful manner. You may not damage it or restrict others from using it, including, but not limited to, damaging, vandalizing, extinguishing or concealing the Bine battery, removing the cable or other conduct that prevents use of the Bine battery by others.

5.1.6. You must return the Bine battery in the same condition in which it was rented. If the Bine battery is returned damaged or in a state of disrepair, then you will be charged a fee that is equal to the cost of repair.

5.1.7. You may not hire out a Bine battery to anyone else, nor may you use a Bine battery for conducting any business activity.

5.1.8. After each use of a Bine battery, you can end the rental period either by returning the battery to a station, (rental period ends automatically in the App), ending the fee meter and paying the relevant fees.

5.1.9. The data generated by the Platform is conclusive evidence of the period of your use of a Bine battery. Your use of any Bine battery is limited to a period of 5 consecutive days. Any use that exceeds a period of 5 consecutive days is deemed a disappearance or purchase of the Bine battery, and your Account may be charged a lost battery fee of up to 25 Euro on top of the rental fees for the 5 days. If a Bine Battery is lost or purchased while you are using it, you must report the disappearance by filing a formal police report with the local police and also notify us within 24 hours following the disappearance via the Platform.

5.1.10. In addition to, and not intended to limit, any other restrictions in connection with your use of a Bine Battery, you may not:

5.1.11. Modify, dismantle, write on, attach accessories to or otherwise alter or deface a Bine Battery or any part of a Bine Battery in any way, or use a Bine Battery for any advertising or similar commercial purpose;

5.1.12. Allow others to use a Bine Battery that you have checked out.

5.1.13. In connection with your use of any Bine Battery and the Platform, you represent and warrant, as of each time immediately before using any Bine Battery that:

5.1.14. you acknowledge that Bine does not guarantee that any Bine Battery will be available at the time and in the place you wish to use one, especially at times of high demand;

5.1.15. you acknowledge that Bine does not guarantee that you will be able to return the battery at all times once it has been rented, if all stations in the users vicinity are full of batteries. If this does occur, please contact support via the app.

5.1.16. Bine provides Bine Batteries only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Bine Battery on their own and who have agreed to all of the terms of this Agreement.

PRICE FOR USE OF SERVICE

6.1 The price for use of service varies between country. For up to date prices, check https://www.Bine.life.

CHARGES AND PAYMENT

7.1 The charges for the use of the Service are as displayed on the Bine App from time to time.

7.2 If you have received a coupon / promo code for Bine Batteries, you may use the coupon in accordance with the user rules provided on such coupon.

7.3 For your convenience, we provide you with several payment options as and when each becomes available in your area:

(a) You may link your payment card with your account on the Bine App to allow us to automatically deduct all amounts due to us hereunder from your payment card after your use. Pre-paid and cash cards cannot be used as a means of payment.

7.4 In the event that you dispute any charge on your payment card or to your Account, then you should contact us at info@bine.life as soon as you become aware of a disputed charge.

7.5 If you disagree with any charges we have made to your account, you must let us know within 10 business days from the day that the disputed charge took place. To resolve any disputed charges, we will need certain information, including the date and place of when and where you rented and returned the Bine Battery, as well as approximate times. As a policy, we do offer refunds if the rented powerbank was broken or otherwise unusable. For refund please contact info@bine.life

7.6 In case the required charge cannot be deducted from your card due to insufficient funds, blocked card or otherwise, Bine will send you an invoice by text message, mail and/or email. If such an invoice is not duly paid, we reserve the right to pursue legal action for debt collection.

7.7 In case it is required to return the funds of the collected funds to the customer, in full or partially, regardless of the reason for the return, (Bine Technology AB) shall return the funds exclusively through VISA, EC/MC and Maestro method of payment, which means that the Chip Card/Bank will refund requested amount to the customer’s account, following a request of the Merchant.

7.8 All payments will be effected in Serbian currency – dinar (RSD). The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Serbian dinar according to the current exchange rate of the Serbian National Bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site.

Complaints

8.1 In the event that at any time you have a complaint or dispute regarding the Service or the Platform you can notify us via the Platform or by sending an email to our customer service email at info@bine.life

Breach

9.1 You acknowledge and agree that in order to protect the rights and interests of other users of the Platform and Bine, we may take the following actions without notifying you in advance if we determine, in our sole and absolute discretion, that you have breached any of the terms of this Agreement:

(a) If your breach results in any loss, harm, expense, cost or diminution in value to us (including the cost of management time), we will deduct a corresponding amount from your Account balance to compensate for such loss according to the schedule of charges displayed on the Bine App from time to time ;

(b) We may suspend your Account or permanently block you from using the Platform.

9.2 After any of the above actions is taken, we will text you a notification message. If you have any question regarding our handling of your violation, you may appeal to our customer service email at info@bine.life

10.0 Our responsibility for loss or damage suffered by you if you are a consumer

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both we and you knew it might happen, for example, if you discussed it with us prior to using the Platform.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Platform or our Service including the right to use Bine Batteries which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and for defective products under Consumer Protection legislation.

10.3 When we are liable for damage to your property. We will make good any damage to your property caused by us while providing our Service. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.

10.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

10.5 We are not liable for business losses. If you are a consumer we only supply the Service to you for domestic and private use. If you use the Service for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 11.

OWNERSHIP, INTELLECTUAL PROPERTY AND PRIVACY

11.6 Your agreeing to this Agreement and becoming a User only entitles you to the Service in accordance with the terms and conditions set out in this Agreement. There is no other authorisation, cooperation, partnership or agency between you and us.

11.7 You acknowledge that all intellectual property rights in and to the Platform (including copyright, trademarks, trade names, logos, source and object codes) and relevant proprietary confidential information in the Platform is and shall remain the exclusive property of us or our licensors and nothing in this Agreement shall operate to transfer any intellectual property rights in and to the Platform or any other intellectual property rights owned by us or our licensors to you. You acknowledge and agree that, without the express written authorisation of the owner of such intellectual property rights, you may not use, modify, rent, let, sell, transmit or otherwise violate the above intellectual property rights (such as reverse engineering, decompiling).

11.8 The name and logos of Bine are trademarks and trade names of ours and may not be duplicated, imitated or used in whole or in part without our prior written approval. In addition, you acknowledge and agree that all pages, text, graphics, images, button icons and scripts on the Platform form are owned by us and you shall not, or cause any third party to, duplicate, imitate or use in whole or in part without our prior written approval.

11.9 We grant you a limited, royalty-free, non-exclusive, personal, revocable and non-transferable, license to download and use the Bine App for your own personal, non -commercial purposes, subject to your compliance with this Agreement. You may use the Bine App and our Service only as permitted by this Agreement.

11.11 You are fully and solely responsible for all content, texts and images that you upload, post, transmit or share on the Platform (“User Content”). You may not upload, post, transmit, share or provide any User Content on the Platform that you did not create or that you do not have permission to upload, post, transmit or provide. You represent that you own or have sufficient other legal rights to any and all of your User Content. You agree to only provide User Content that is not in violation of any applicable law and does not infringe any third party’s rights (e.g., not in violation of any applicable intellectual property law or in breach of any agreement). Otherwise you will be solely responsible for all related liabilities. At any time and from time to time, and without your consent, we may review the Platform and delete, remove, or restrict any access to or viewing of any User Content, in our sole discretion and without any notice or cause. When you upload, post, transmit, share or provide User Content on the Platform, you automatically authorise us to make such copies thereof as we may deem, in our sole discretion, necessary or appropriate. By uploading, posting, transmitting, sharing or providing User Content on the Platform, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, royalty free, worldwide right and license to use, copy, publicly perform, publicly display, sublicense, reformat, translate, excerpt, distribute, modify, prepare derivative works of, or incorporate into other works any User Content for any purpose (commercial, advertising, or otherwise).

11.12 You agree that we may access, store and use any information that you provide so long as we comply with the terms of the Privacy Policy and your privacy settings. During the applicable copyright protection period, you hereby grant us and our affiliates a royalty-free license to use such information by means that include storage, usage, duplication, revision, editing, publication, exhibition, translation and dissemination, or include such information in other works using mediums currently known or to be developed in the future. Such use license shall be global, non-exclusive, transferable and sub-licensable and permit the use without the consent of you or any other person or the need to notify you or any other person, so long as the following conditions are met:

(a) You may terminate your license by deleting certain content you have provided or closing your account on the Platform, unless it takes some time to remove the content from the backup system and other systems.

(b) We will not use your content to advertise other products and services (including sponsored content) without your consent.

(c) We shall obtain your consent if we intend to grant others the right to release your content outside the Platform.

(d) We may edit your content and adjust its format (such as translating it, modifying the font, layout or file name or removing metadata), but we will not modify its meaning.

(e) With regard to any suggestion or other feedback about the Service you submit, you agree that we may (but are not obliged to) use and share such feedback for any purpose without any compensation to you.

(f) In holding and processing your content we will comply with the requirements of the European Unions GDPR act and other applicable laws.

11.13 Statement on the protection and collection of users’ personal data. On behalf of Bine we undertake to safeguard the privacy of all our customers. We collect only required, basic data on customers/users and the data needed for operations and informing customers in accordance with good business practice and to provide good quality service. We enable our customers to opt if them want or not to be removed from the mailing list used for the purpose of marketing campaign. All the data on the users/customers are kept strictly confidential and are available only for employees that find these data necessary for operations. All employees Bine and business partners are responsible for observing the principles of privacy protection.

11.14 Description of the manner of protection of transaction confidential data. When typing in the payment card data, confidential information are transmitted by means of public network in the protected (cryptic) form using the SSL protocol and PKI system, currently the most- up-to-date technology. The security of data when making purchase is guaranteed by the payment card processor, Chip Card ad Belgrade,, thus the complete process of collection is performed on the Chip Card’s site. The data on the payment card are at no moment available to our system

INDEMNIFICATION

12.1 You agree, without limitation, to indemnify and hold Bine and its employees and agents harmless from any liability arising out of or in any way connected to your use of any Bine Battery or the Platform caused by your acts, omissions or negligence.

12.2 You agree to indemnify and hold Bine and our associated parties jointly providing the Service with us, harmless from all liabilities, claims, losses, damages, expenses, costs (including legal fees incurred at trial, on appeal, or otherwise), debts, fines, penalties and charges, whether direct or indirect, including consequential, exemplary, incidental, special, punitive, lost profits, or otherwise that arise out of or relate to (i) your misuse or inability to use the Platform, (ii) your misuse of any information on or from the Platform, (iii) any unauthorised access or alteration of your transmission or data in connection with the Platform, (iv) any prohibited or malicious action or inaction by you that disrupts the Platform or the Service.

12.3 If your conduct causes us to pay third parties’ claims, we may claim from you for all the losses after we undertake monetary and other obligations to third parties.

TERMINATION OF THIS AGREEMENT

13.1 User Termination. You may terminate this Agreement in any of the following ways:

(a) If you notify us via the Platform at any time that you wish to cease using the Service and the Platform;

(b) If you cease using the Service and the Platform for a period of 365 consecutive days or more;

(c) If you cease using the Service and the Platform and expressly reject any changes to this Agreement before such changes become effective.

13.1 Termination initiated by Bine. We may terminate this Agreement in any of the following ways:

(a) If you breach any of the terms of this Agreement;

(b) If you fail to pay any sums due under this Agreement within 7 days of the date due;

(c) If you cease using the Service and the Platform for a period of 365 consecutive days or more;

(d) If in our opinion your continued use of the Service or the Platform would be detrimental to the Service, the Platform or other users;

(e) If you expressly reject any changes to this Agreement notified to you from time to time.

13.2 Settlement after Termination

(a) Upon the termination of this Agreement, we shall still have the rights to make claims against you in accordance with this Agreement for any prior breaches by you or any outstanding financial obligations you may have.

COVENANTS AND PROHIBITIONS

14.1 Covenants. You shall ensure that your conduct is in compliance with the following requirements when you access or use the Service:

(a) Compliance with all the applicable laws, including but not limited to tort law, privacy laws, intellectual property laws, tax laws and regulatory requirements;

(b) Provision of accurate information and updating them in a timely manner;

(c) Using your real name, identity and other personal information in the personal data file;

(d) Using the Service in a civilized and proper manner.

14.2 Prohibitions. You covenant that you will not use the Platform to conduct any illegal activity or any of the following acts:

(a) Using the Platform when you do not have the legal capacity or you are suspended from using the Service temporarily or permanently;

(b) Transferring your Account to any third party without our consent;

(c) Infringing others’ legal rights and interests in any way through the Platform, including collecting any other person’s login information or other personal information, using or attempting to use any other person’s account, harassing, insulting, threatening, coercing or hurting any other person, or sending any other person junk mails or other unwelcome messages or infringing any other persons’ intellectual property rights, etc.;

(d) Interfering or sabotaging the Platform, its server or its network, or creating unreasonable or inappropriate load on our server or system by any means, or conducting any activity that may result in breakdown, overloading or damages (including spreading worms, viruses, spywares, malwares or other destructive codes) or implanting content or codes on user browsers or devices, or altering or disturbing the render effects or display of our website on the user browser or device by other means, or uploading viruses or other malicious codes;

(e) Without legal authorisation, using techniques on purpose to intercept, tamper, steal, record, visit, collect, store, use, spread, disclose or delete information that you are not authorised to access from the Platform, such as other users’ personal information, content or data relating to competitive services (determined at our discretion) or other confidential information which does not belong to you;

(f) Violating or evading any laws or any of our policies or rules or any decisions about your Account status;

(g) Taking any action to evade our technical and security measures;

(h) Infringing our intellectual property rights or other rights, including but not limited to using Bine or our other commercial logos in any commercial name, email or website, deleting any notification contained in our services on copyrights, trademarks or other ownership, damaging any of our patents, copyrights, proprietary technology, programs, software or data base information that we possess or legally use, through copying, disseminating, publicizing, decoding, partitioning or producing derivatives etc.;

(i) Without our explicit consent, implying or stating that you are an affiliate of the Platform or have any agency relationships with it.

(j) Without our permission, renting, leasing, lending, borrowing, trading, selling or reselling our services or other relevant information or data, or monetizing or commercializing any of our service functions;

(k) Deleting, shielding or hiding any advertisement in our services;

(l) Using automatic programs or other automatic methods to visit our service, adding or downloading address books or sending or redirecting messages;

(m) Duplicating, modifying or creating derivatives of the Platform or any other relevant technologies (except otherwise authorised by us), or monitoring the usability, performance or functions of our services for competition purposes, or participating in establishing frame, making mirror images or other activities of imitating the appearance of our website or functions, or changing, modifying, re-editing or altering our services, or changing, modifying or altering other websites in order to create a wrong impression that such websites are related to our services.

(n) Visiting our Service via web pages not expressly provided by us;

(o) Rewriting any security functions of our Services or the Platform;

(p) Assisting or encouraging any violation of this Agreement or our policies;

(q) using our Service and Bine Batteries for any unlawful or illegal activity or which would be considered offensive and/or antisocial behavior; and

(r) Any other unlawful conduct detrimental to the Service and/or the Platform.

14.3 Although we impose standards for conduct on our users, we do not control or regulate our users’ conduct on the Platform. Therefore we will not be responsible for any content or information disseminated or shared by the users on the Platform. If you believe that a user has violated the terms of this this Agreement or any of our policies, then please contact us. Although we try to maintain a safe environment, we are not responsible for the posts of any users and disclaim any liability for the conduct or content of any users. If you, under any circumstance, and without our authorisation, commit any prohibited act, or publicise or disseminate any prohibited information, you will be solely responsible for all related liabilities and risks.

ELECTRONIC SIGNATURES AND NOTICES

15.1 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.

15.2 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, or pop-up messages or pushed messages on the Platform in accordance with our Privacy Policy.

Governing Law

16.1 This Agreement and any dispute arising in relation to it shall be governed by and construed in accordance with Estonian law and you and we agree to submit to the exclusive jurisdiction of the Estonian courts.

Force Majeure

17.1 We shall undertake basic security obligations in accordance with law, but will not be responsible for damages resulting from the maintenance of the information network equipment, connection failure, malfunction of the computer, communication or other system, power breakdown, strike, riot, fire, flood, windstorm, explosion, war, government actions, changes of laws, regulations, administrative provisions and other rules, orders of judicial or administrative authorities or acts or omissions of any third party.

Miscellaneous

18.1 This Agreement (including but not limited to the Privacy Policy, Usage Policy and any additional terms that we have notified you of being applicable to specific services) constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties.

18.2 We may assign, transfer, delegate, or otherwise sub-contract our rights under the terms of this Agreement in our sole discretion.

18.3 If we fail to enforce a provision of the terms of this Agreement, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder).

18.4 If any provision of the terms of this Agreement is held or made invalid, the invalidity does not affect the remainder of the terms of this Agreement. We reserve all rights not expressly granted in the terms of this Agreement and disclaim all implied licenses.394, Power bank rentalpayme