

## General Terms and Conditions of Charge Assist® application

Version dated 15 November 2018

These General Terms and Conditions can be accessed at [www.chargeassist.app/terms](http://www.chargeassist.app/terms) and can be downloaded from that website as a PDF file. If the End-user wishes to install the Charge Assist® application, the End-user must affirm his/her agreement to these General Terms and Conditions.

### 1. Definitions Relating to the Charge Assist® APPLICATION

The following definitions are used in this chapter. These definitions apply to the entire Contract.

- 1.1 **Conditions:** these general terms and conditions, including any appendices, relating to the purchase of the Charge Assist® App and access to Charging Infrastructure.
- 1.2 **Charge Point Operator:** an operator of Charging Infrastructure.
- 1.3 **Charging Infrastructure:** Compatible Charging Sockets that are connected to the Charge Assist® App.
- 1.4 **Compatible Charging Socket:** a Charging Socket that is included in the database displayed in the Charge Assist® App and which can be operated via the Charge Assist® App.
- 1.5 **End-user:** the natural person or legal entity that has installed the Charge Assist® App and that may wish to have access to the Charging Infrastructure
- 1.6 **Electric Vehicle:** A road vehicle powered entirely by an electric motor and/or a hybrid vehicle partly powered by an electric motor, which vehicle may or may not make use of electricity that is stored in a battery rechargeable by use of a Charging Socket.
- 1.7 **Charging Socket:** a facility at a semi-public, public, or private location that can be used to charge the battery of an Electric Vehicle.
- 1.8 **Charging Session:** a session during which an Electric Vehicle is charged at one of the Compatible Charging Sockets using the Charge Assist® App.
- 1.9 **Non-compatible Charging Socket:** a Charging Socket that is included in the database displayed in the Charge Assist® App but which cannot be operated via the Charge Assist® App.
- 1.10 **Contract:** the agreement pursuant to which the Charging Infrastructure is made available to the End-user via the Charge Assist® App, of which these general terms and conditions constitute an integral part.
- 1.11 **GreenFlux:** GreenFlux Assets B.V., a private limited company (*besloten vennootschap*), registered at the Dutch Chamber of Commerce (*Kamer van Koophandel*) under registration number 55511171, having its registered office (*statutaire zetel*) in Amsterdam, The Netherlands and its principal place of business at Mauritskade 63, 1092 AD in Amsterdam, The Netherlands
- 1.12 **Platform:** the website from which the Charge Assist® App can be downloaded.
- 1.13 **Charge Assist® App:** the iOS and Android application offered by GreenFlux, based on which the End-user can access the Charging Infrastructure in order to charge his/her Electric Vehicle.
- 1.14 **Service Provider:** a party with which a contract for the supply of charging services is concluded.

### 2. Installation, Operation, and Use of the Charge Assist® App

- 2.1 GreenFlux distributes the Charge Assist® App via the Platform, from which the digital content can be downloaded. To be able to use the Charge Assist® App, visit the Platform, where you will register with the Platform operator. That will bind you to the Platform's relevant terms and conditions of use and general terms and conditions. The contractual relationship between you and the operator regarding your use of the Platform is separate from the contractual relationship that you enter into directly with GreenFlux for the use of the Charge Assist® App pursuant to the Contract. If there are problems with using the Platform, you must contact the Platform operator directly in its capacity as your counterparty. Clause 11 (exclusion of liability) applies *mutatis mutandis* to that contract.
- 2.2 The Charge Assist® App can be downloaded onto a compatible mobile terminal that uses iOS or Android.
- 2.3 Before the Charge Assist® App can be used, the End-user may open an account or log in as a guest. If a user account is opened, the End-user will, independently and at any time, be able to change his/her personal account settings, such as the data regarding the Electric Vehicle, charging card data and/or payment details. In order to open an account, the End-user must have a valid e-mail address.

### 3. Right of Use

- 3.1 GreenFlux grants the End-user permission to use the Charge Assist® App indefinitely to:

1. find and review Compatible and Non-compatible Charging Sockets;
  2. obtain access to Compatible Charging Sockets, such as by starting, stopping, and paying for the use of the Charging Sockets.
- 3.2 The licence to use the Charge Assist® App is non-transferable. The following actions are prohibited while using the application:
1. making the application available to third parties via a peer-to-peer or other network or in any other manner;
  2. leasing out or selling the application;
  3. granting a sub-licence to use the application; and
  4. modifying the application, reverse engineering the source code, and/or using the application to develop derivative works.
- 3.3 GreenFlux shall be entitled to terminate the licence immediately and at any time if the End-user violates these Conditions or misuses the application, or if the decision is taken to decommission the Charge Assist® App.
- 3.4 The End-user shall be free to terminate the licence with immediate effect and at any time by sending an e-mail [support@chargeassist.app](mailto:support@chargeassist.app), requesting the deletion of the relevant account, upon which the right of use shall terminate with immediate effect.

#### **4. Misuse of the Application**

- 4.1 Misuse is defined as: using the Charge Assist® App in any manner that is not described in these Conditions, as well as using the Charge Assist® App in such a way that it infringes upon the rights of one or more third parties. Misuse of the application is a criminal offence. We may report misuse at any time to the police and/or public prosecutor's office.

#### **5. Use of Information / Privacy**

- 5.1 By installing the Charge Assist® App, the End-user agrees to having the information he/she enters processed, stored, and used to the extent reasonably necessary for the proper operation of the Charge Assist® App, the further development of the Charge Assist® App, and the offering of access to the Charging Infrastructure via the Charge Assist® App. GreenFlux shall process, store, and use the information provided by the End-user in accordance with all applicable laws.

#### **6. Location Data**

- 6.1 For the Charge Assist® App to operate, GreenFlux must be kept apprised of the End-user's location. GreenFlux can use this data to direct the End-user to a nearby Compatible Charging Socket. To do so, GreenFlux must be able to ascertain the End-user's location in real time. This data is tracked in anonymised form and is never stored.

#### **7. Indemnification**

- 7.1 By installing the Charge Assist® App, the End-user agrees to indemnify GreenFlux, its directors, supervisory directors, employees, investors, contractors and contractual counterparties against any liability to, or claims instituted by, third parties that arise as the direct or indirect consequence of the End-user's culpable failure to satisfy these Conditions. The End-user hereby waives any right of recovery he/she has in respect the aforementioned parties.
- 7.2 The End-user is aware of, and agrees that, he/she bears the risk of using the Charge Assist® App (GreenFlux accepts no liability in respect of said use). The usefulness and quality of the Charge Assist® App depends on its being used properly by the End-user. GreenFlux does not guarantee the operation or quality of the Charge Assist® App, the correctness or accuracy of the information provided by the Charge Assist® App, or the speed or quality of any information provided in connection with the Charge Assist® App. GreenFlux is not obliged to update or maintain the Charge Assist® App. The foregoing is related to, *inter alia*, the fact that the Charge Assist® App is dependent on the use of the Internet, as well as the possibility of receiving text and other messages and obtaining a GPS location, as well as the mobile telephone, mobile and other networks, and third-party services being in good working order. To facilitate the operation of the Charge Assist® App, the End-user will be responsible for, *inter alia*, the following:

- the correct provision of information, including (but not limited to) his/her e-mail address, information about his/her Electric Vehicle, and his/her charging card and payment details. The End-user must enter changes in this information himself/herself via his/her personal Charge Assist® App account;
- exercising due care in respect of his/her password for access to the Charge Assist® App and any access codes for using the compatible mobile telephone;
- misuse of the Charge Assist® App upon loss or theft of the compatible mobile telephone;
- the use of the GPS functionality in the Charge Assist® App.

## **8. Changes to the Application**

- 8.1 GreenFlux is entitled to change the Charge Assist® App (for example, in the case of an update or when so prompted by changes in the application or to the applicable laws (or their interpretation), as well as to discontinue or terminate the app without any prior notice being required. GreenFlux shall not be liable for any harm or loss that ensues, or is alleged to have ensued, from such change, discontinuation, or termination.

## **9. Intellectual Property**

- 9.1 The End-user is aware that the Charge Assist® App contains information of which GreenFlux is the owner, including processes, work methods, software, drawings, texts, designs, and know-how, including but not limited to the rights referred to in the Dutch Copyright Act 1912, the Benelux Convention on Intellectual Property, the European Union Trademark Regulation, the European the Dutch Patents Act 1995, the European Patent Convention, the Uniform Benelux Act on Designs and Models, the Dutch Neighbouring Rights Act, the Dutch Protection of Original Topographies of Semiconductor Products Act, the Dutch Databases (Legal Protection) Act, and the regulations relating to said acts (if not yet mentioned).
- 9.2 The End-user shall respect these rights and use the aforementioned information exclusively for the ordinary use of the application as described in these Conditions.

## **10. Charging**

- 10.1 The Charge Assist® App will enable the End-user to start, stop, and pay for charging at the Charging Sockets.
- 10.2 When using the Charging Sockets, the End-user shall comply with all requirements applicable to charging; specifically, the requirements imposed by GreenFlux, as well as any applicable statutory safety and other requirements.
- 10.3 GreenFlux does not guarantee Charging Infrastructure density and/or the adequate availability of Charging Sockets. Neither does GreenFlux guarantee that the Charging Sockets will be operational at all times without any disruption and/or failures or that these will be available.
- 10.4 GreenFlux shall at all times be entitled to remove one or more Charging Sockets without any prior notification being required.

## **11. Liability**

- 11.1 A Charging Socket operates with the assistance of the requisite communication infrastructure (which may or may not be publicly owned), such as mobile and other Internet connections. GreenFlux does not warrant that such infrastructure will operate without disruptions or failures. GreenFlux accepts no responsibility for the access and use of the Platform referred to in Clause 2 of this Contract.
- 11.2 The End-user shall be liable for any harm or loss resulting from the inexpert or careless use of a Charging Socket and shall indemnify GreenFlux against any third-party claims relating thereto. The End-user shall also indemnify GreenFlux against any third-party claims relating to conduct or circumstances for which the End-user bears the risk and/or expense.
- 11.3 GreenFlux shall be liable for any harm or loss the End-user incurs as a consequence of GreenFlux's culpable failure to perform its contractual obligations to the End-user, subject to the condition that, within 10 business days after the date on which the End-user discovers, or could

reasonably be expected to have discovered, the failure to perform or wrongful act, the End-user notifies GreenFlux of same in writing, thereby, to the extent legally required, serving GreenFlux with notice of default and affording GreenFlux a reasonable time to perform its obligation or rectify its wrongful act.

- 11.4 The liability referred to in the previous paragraph of this clause shall – if and to the extent possible and with due observance of mandatory liability law – be limited to damages for direct harm or loss. GreenFlux will not be liable for any loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; loss of data or use of data; or damage to the End User's reputation or any costs relating thereto.
- 11.5 GreenFlux shall not be liable for any harm or loss the End-user may incur as a result of being unable to charge (or fully charge) the Electric Vehicle or as a result of the use or operation of a Charging Socket. GreenFlux shall not be liable if an Electric Vehicle cannot be charged (or safely charged) due to a defect in the Electric Vehicle and/or any of the auxiliary equipment used, such as charging cables.
- 11.6 The restrictions listed in the previous paragraphs of this clause shall lapse if and to the extent that the harm or loss is the consequence of an intentional act or omission (*opzet*) or gross negligence (*grove schuld*) on the part of GreenFlux.
- 11.7 GreenFlux shall not be held liable to perform any obligation if it is prevented from doing so as a result of *force majeure*.

## 12. Costs

- 12.1 The Charge Assist® App can be downloaded free of charge.
- 12.2 A fee is charged per Charging Session for access to the Charging Infrastructure. That fee consists of one or more of the following components:
- Fixed starting fee (amount dependent on the location and the charging power purchased);
  - Variable charging rate (hourly rate or per-kWh rate) (amount may be dependent on the location and the charging power purchased);
  - Possible transaction fees, depending on the payment method (see Clause 14);
  - Possible connection charges, for the time that the Electric Vehicle is not being charged but is still connected to the Charging Socket.
- 12.3 In addition to the fee the Charge Point Operator charges for access to the charging infrastructure, charging is also subject to a fee by the Service Provider for providing charging services if the End-user has concluded an agreement with a Service Provider.
- 12.4 Prior to the Charging Session, the End-user will be informed about the specific fees involved with charging at the relevant Charging Socket. If the End-user has entered into an agreement with a Service Provider for the supply of charging services and pays for the Charging Session via a payment service, he/she will be informed of the fees charged after the Charging Session is completed. If the End-user pays using a validated charging card number that he/she has registered in his/her user account, the Service Provider with which the End-user has already concluded an agreement for the supply of charging services will charge the End-user for the Charging Session. In such case, the fee charged may differ from the fee shown in the Charge Assist® App prior to the Charging Session. In that case, only the fee that will be invoiced by The Charge Point Operator to this Service Provider will be shown after the Charging Session.

## 13. Payment

- 13.1 Payment can be made using two methods, i.e. by paying the Service Provider if the End-user already has a charging card number, or by means of a payment service if payment is being made through GreenFlux's payment provider Stripe as explained below:
- 13.1.1 *Service Provider*: using the validated charging card number that the End-user has registered in his/her user account, the fee for the Charging Session will be invoiced by the Service Provider. The End-user will then pay the Service Provider for the charging services.

*13.1.2 Stripe's payment service:*

- direct debit collection: charging fees will be collected via direct debit per Charging Session from a bank account which the End-user has authorised a payment service to debit
- credit card: charging fees will be charged to the End-user's credit card

13.2 Stripe's terms and conditions apply to payments made via their payment service.

**14 Other Provisions and Applicable Law**

14.1 GreenFlux shall at all times be authorised to amend these Conditions on a unilateral basis.

14.2 In performing this Agreement, GreenFlux shall be entitled to engage third parties or to assign all or part of the rights and obligations under this Agreement to a third party. The End-user hereby consents in advance to the assignment of its legal relationship with GreenFlux to a third party.

14.3 If, for whatever reason, one or more provisions of these Conditions is invalid or null and void or is nullified, the remaining provisions shall remain in full force, and the Parties shall consult in order to put in place a replacement provision such that the intention and purport of the provision that is to be replaced is preserved as far as possible.

14.4 This Contract and these Conditions governed by and construed in accordance with the laws of Netherlands. Any dispute arising out or in connection with this Contract and these Conditions shall be subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.